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# TRANSCRIPT OF RECORD.

## SUPREME COURT OF THE UNITED STATES.

No. ~~273.~~ 82

THE GERMANIA FIRE INSURANCE COMPANY, PLAINTIFF IN ERROR,

vs.

JOHN R. FRANCIS.

IN ERROR TO THE DISTRICT COURT OF THE UNITED STATES FOR THE NORTHERN DISTRICT OF MISSISSIPPI.

Issue & Demurrer to

**FILED OCTOBER 8, 1869.**

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Issue & Demurrer

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1 UNITED STATES OF AMERICA,
*Northern District of Mississippi:*

Pleas had before the district court of the United States for the northern district of Mississippi, at Oxford.

Be it remembered that at a district court of the United States for the said northern district, begun and held at Oxford, on Monday, the 2nd day of December, A. D. 1867, there was filed in said court a transcript of a record and proceedings in the circuit court of Monroe County, in the State of Mississippi, in the words & figures following, to wit:

The State of Mississippi, Monroe County, to the sheriff of said county, greeting:

We command you to summon the Germania Fire Insurance Company of the city of New York, if to be found in your county, personally to appear before the judge of our next circuit court to be held for the county aforesaid at the court-house thereof, in the city of Aberdeen, on the 7th Monday after the 4th Monday of September, 1866, then
2 and there to answer John R. Francis, of a plea of trespass on the case on promises, to his damage twenty thousand dollars. Therein fail not, and have then and there this writ.

Witness the Hon. W. H. Killpatrick, presiding judge of the 9th judicial district and the seal of said court hereunto affixed. Issued 9th day of October, 1866.

[SEAL OF COURT.] G. W. PENNINGTON, *Clerk.*

[Stamped with a 50 cts. U. S. internal revenue stamp & duly cancelled.]

Received the 6th of October, 1866, and executed the same day on H. D. Spratt, the regular agent, by waving copy.

L. F. KENDRICK, *Sh'ff.*

The State of Mississippi, circuit court, ss. Monroe County. November term, 1866.

John R. Francis, by attorney, complains of the Germania Fire Insurance Company of the city of New York, being in the custody
3 of the sheriff, &c., of a plea of trespass on the case upon promises, &c. For that whereas the said defendant heretofore, to wit, on the 17th day of January, A. D. 1866, at, to wit, in the county aforesaid, for and in consideration of the sum of one hundred and fifty-eight dollars, to them in hands paid by the said plaintiff, insured the said plaintiff from the said 17 day of January, 1866, until the seventeenth day of July, 1866, at noon, against loss & damages by fire to the amount of one-fourth part of ten thousand dollars, (it being two thousand and five hundred,) upon his stock of dry goods and groceries kept and to be kept in the two-story brick storehouse occupied by the said insured on the north side of Commerce street, next door east of Adams, Spratt & Co., in Aberdeen, Mississippi, and to make good to the assured, his executors, administrators, and assignees, all such immediate loss or damage, not exceeding in ammount the sum insured by said company as aforesaid, as shall happen by fire to the property above specified,
4 the amount of such loss or damage to be estimated according to the actual cash value at the time of the loss, and to be paid sixty

days after due notice and proof of the same made by the insured and received at the office of the general agent of said company, in the city of New York, in accordance with the terms of this policy hereinafter mentioned. Plaintiff avers that on the night of the —— day of January, 1866, a fire broke out in the said storehouse above mentioned, in the town of Aberdeen aforesaid, and that he lost of his dry goods and groceries thus insured the sum of ten thousand dollars. He further avers that he had no other insurance on said dry goods and groceries, and that he gave due notice of the said loss on his said stock of dry goods and groceries to the defendant, according to the terms and requirements of the said policy of insurance, and within the next ten days after the said loss by fire. The plaintiff avers that he is justly entitled to
5 receive of the defendant the sum of two thousand five hundred dollars, for the recovery of which suit is brought to pl'ff's damage twenty thousand dollars, &c.

DAVIS, HAUGHTON & GHOLSEN,
*Attorneys for Plaintiff.*

Endorsed: Filed October 6th, 1866.

G. W. PENNINGTON, *Clerk*,
By W. G. ELKIN, *D. C.*

Circuit court.—November term, 1866.

STATE OF MISSISSIPPI, *Monroe County:*

JOHN R. FRANCIS }
vs. }
GERMANIA FIRE INSURANCE CO. }

And said defendant, by attorney, comes and defends the wrong and injury, when, &c., and says he is not bound in law to answer or plead to the declaration of plaintiff in the behalf set forth, because the same is not sufficient in law to call or require said defendant to answer the same, and, for causes of demurrer, sets forth the following:

1st. The said plaintiff hath not set out the said supposed policy
6 of insurance, upon which suit is instituted in his declaration, nor has he filed a true and exact copy thereof with, and as a part thereof, or otherwise.

2nd. Because the said plaintiff hath not, by any sufficient averment, shown his interest in the goods alledged to have been insured by defendant, and which was alledged to have been destroyed by fire.

3rd. Because the said plaintiff's declaration shows that the defendant is an insurance company having its locality or domicil in the State of New York, and without the limits of the State of Mississippi, and beyond her jurisdiction; and without showing that it is a chartered institution by the proper authority under the laws of said State.

4th. Because the said declaration shows the defendant to be a foreign insurance company, and yet it does not show that before the making of the policy and taking the risk here sued on and for, that the
7 agent of the said company in all things fully complied with the requirements of the statutes of Mississippi, found in section eleven, pages 303, 304, & 305 of the Revised Code of Mississippi of 1857.

5th. Because in plaintiff's declaration, the said policy of insurance sued on, and each and every condition, exception, and exemption, whether apparent in the face of said policy, endorsed on the margin, or

on back thereof, have not been set out critically, so as to enable this court to render a proper judgment on the case.

HOUSTON & REYNOLDS,
*Defendant's Attorneys.*

Endorsed: Filed March 16, 1867.

G. W. PENNINGTON, *Clerk.*

Circuit court, August term, 1867.

THE STATE OF MISSISSIPPI, *Monroe County:*

JOHN R. FRANCIS
vs.
THE GERMANIA FIRE INSURANCE COMPANY.

8 To the Hon. W. D. Bradford, judge, presiding in said county:

The petition of John R. Francis, plaintiff in the above-stated case, respectfully showeth that there is now pending in said court a suit in which petitioner is plaintiff, and the Germania Fire Insurance Company is defendant, numbered on the docket as 10,439; that said defendant is a corporation, with agents and officers in the said State of Mississippi, here residing and transacting the business of insurance for which said company was incorporated, and that your petitioner is a citizen of the State of Illinois; that the matter in dispute exceeds the sum of five hundred dollars, exclusive of costs; that your petitioner prays for an order removing said suit to the circuit court of the United States, held in or at Oxford, in the northern district of said State, and now here offers good and sufficient surety and files herewith affidavits as required by the provisions of [illegible] of Con-

9 gress aforesaid, 2 March, 1867, for removing suits in such cases.

DAVIS, HAUGHTON & GHOLSON,
*Attorneys for Petitioner.*

The State of Mississippi to the clerk of the circuit court of Monroe county in said State:

It is hereby ordered that the within case be removed from the circuit court of said county to the district court of the United States for the northern district of Mississippi, at Oxford, as prayed for, on plaintiff's entering into bond, with sufficient security, in accordance with the act of Congress in such cases made and provided.

Given under my hand and seal at Pontotoc this 18th day of November, 1867.

W. D. BRADFORD, [SEAL.]
*Judge, &c., of the 9th Judicial District of Mississippi.*

Endorsed: Filed August 16, 1867.

G. W. PENNINGTON, *Clerk.*

In the following cases now pending in the circuit court of
10 Monroe County, Mississippi, viz., John R. Francis vs. Germania Fire Insurance Company, John R. Francis vs. Hanover Trust Company, John R. Francis vs. Niagara Trust Company, John R. Francis vs. Republic Trust Company, Nos. 10,439, 10,440, 10,441, 10,442, we waive notice of application to Judge Bradford for transfer of the above cases to the district court of the United States for the northern district

of Mississippi, not, however, waving any right of objection to the transfer of the cases either before Judge Bradford, or in the federal court, should it be transfered to that court.

HOUSTON & REYNOLDS,
*Attorneys for Defendants.*

THE STATE OF MISSISSIPPI, *Monroe County:*

Know all men by these presents, that we, John R. Francis, as principal, and as sureties, are held and firmly bound unto the Germania Fire Insurance Company of New York in the penal sum of five
11 thousand dollars; for the payment of which, well and truly to be made, we bind ourselves, our heirs, and our personal representatives. Signed and sealed by us, this day of December, A. D. 1867.

The condition of the above bond is such, that whereas the said John R. Francis has petitioned for the removal of the suit of himself vs. said Germania Fire Insurance Company from the circuit court of said Monroe County, Mississippi, where it is now pending, to the United States district court for the northern district of Mississippi, in accordance with an act of Congress aforesaid, March 2, 1867:

Now, if the said John R. Francis shall, on the first day of the December term of said United States district court, enter into such court copies of all records, processes, proceedings and judgments, and

J. R. FRANCIS. [SEAL.]
S. J. GHOLSEN. [SEAL.]

And afterwards, to wit, on the 4th day of December, 1867,
12 came the said defendant, by its attorneys, and moved the said United States district court as follows:

JOHN R. FRANCIS
vs. } 2793.
THE GERMANIA FIRE INSURANCE COMPANY.

The defendant, in the above-stated cause, moves the court to strike the case from the docket, and remand the same to the circuit court of Monroe County, and State of Mississippi, for the following reasons:

1st. Because this court has no jurisdiction of the parties in the above-stated cause.

2nd. Because the plaintiff in the above-stated cause is a citizen of the State of Illinois, and the defendant a corporation created by the laws of the State of New York, and the circuit court had no power to remove said cause to this court, and this court, by the pretended order of removal, acquired and could assume no jurisdiction of the cause.

3rd. Because this court has no jurisdiction of the cause, and the same could not be removed to this court from the circuit court of
13 Monroe County, Mississippi, the plaintiff being a citizen of the State of Illinois, and the defendant a corporation created by the laws of the State of New York, and having its domicil and proper place of business within the limits of that State.

4th. Because the pretended order of removal is a nullity, the same having been granted by the circuit judge, W. D. Bradford, in vacation.

5th. Because the circuit judge, W. D. Bradford, had no power, whether from the act of Congress under which said cause was removed, or from the laws of the State of Mississippi, to order the transfer of said cause from the circuit court of Monroe County to this court in vacation.

6th. Because said plaintiff has filed no declaration in this court.

7th. Because the pretended order of removal is informal, imperfect, and defective.

HOUSTON & REYNOLDS,
*Attorneys for Motion.*

Contra, DAVIS, HAUGHTON & GHOLSEN.

14 And afterwards, to wit, on the 12 day of December, 1867, a day of said term of said court, the following proceedings were had in said cause in said court:

JOHN R. FRANCIS
vs. } 2793.
THE GERMANIA FIRE INSURANCE COMPANY.

This day came on to be heard defendant's motion to remand said case to the circuit court of Monroe County, and State of Mississippi, and after argument both for and against said motion, it is ordered by the court that said motion be overruled, and that plaintiff have leave to file a new declaration in this court within thirty days, and that this cause be continued.

It is agreed that the domicil and principal place of business of defendant is in the city of New York, in the State of New York. Also the premium on the policy of insurance was paid by John R.
15 Francis at the time of the iss'ance of the policy.

HOUSTON & REYNOLDS,
*For Defendants.*
DAVIS & GHOLSEN,
*For Plaintiff.*

And afterwards, to wit, at the June term of said court, 1868, the said plaintiffs filed in said court a declaration in the words and figures following, to wit:

Federal court, June term, 1868.

UNITED STATES OF AMERICA, *Northern District of Miss.:*

John R. Francis, a citizen of the State of Illinois, by attorney complains of the Germania Fire Insurance Company, a corporation located in the city of Aberdeen, and State of Mississippi, by its agent, H. D. Spratt, summoned, &c., of a plea of trespass on the case upon promises, &c.

For that whereas the said defendant heretofore, to wit, on the 17th day of January, A. D. 1868, at , in the county aforesaid, in consideration of the sum of one hundred and fifty-eight dollars,
16 to them in hand paid by the said plaintiff, insured the said plaintiff from the 17 day of January, 1868, until the seventeenth day of July, 1868, at noon, against loss and damages by fire to the amount of one-fourth part of ten thousand dollars, it being two thousand and five hundred, upon his stock of dry goods and groceries kept and to be kept in the two-story brick store now occupied by the said insured, on north side of Commerce street, next door east of Adams, Spratt & Co., in Aberdeen, Mississippi.

And to make good to the insured, his executors, administrators, and assigns, all such immediate loss and damage, not exceeding in amount the sum insured by said company as aforesaid, as shall happen by fire

to the property above specified. The amount of such loss or damage to be estimated according to the actual cash value at the time of the loss, and to be paid sixty days after due notice and proof of the same made by the insured, and received at the office of the general
17 agent of said company, in the city New York, in accordance with the terms of the policy hereinafter mentioned.

Plaintiff avers that on the night of the day of January, 1868, a fire broke out in the said storehouse above mentioned, in the town of Aberdeen aforesaid, and that he lost of his dry goods and groceries thus insured the sum of ten thousand dollars.

He further avers that he had no other insurance on said dry goods and groceries, and that he gave due notice of the said loss on his said stock of dry goods and groceries to the defendant, according to the terms and requirements of said policy of insurance, and within the next ten days after said loss by fire.

The plaintiff avers that he has fully complied with all the requirements contained in said policy of insurance.

The plaintiff avers that he is justly entitled to receive of the defendant the sum of two thousand five hundred dollars, for the recovery of which suit is brought to plaintiff's damage twenty thousand dollars, &c.

18 DAVIS, HAUGHTON, & GHOLSEN,
*Attorneys for Plaintiff.*

JOHN R. FRANCIS
vs. } 2793.
THE GERMANIA INSURANCE COMPANY.

It is agreed by counsel for plaintiff and defendant that the copy of the policy of insurance sued on and filed with the amended declaration is to be considered a part of said declaration, and incorporated therein as fully and as effectually as if set forth therein in the words and figures of said copy.

That the general allegation in said declaration that plaintiff has complied with all the requirements contained in said policy of insurance shall not be taken advantage of by demurrer, but that under said allegation plaintiff will be required to prove all conditions, which by the terms of said policy of insurance, are conditions, precedent to plaintiff's right to demand, sue for, and recover the amount of loss as fully
19 and to the same extent as if specially and fully pleaded, and that defendant is not required to specify in his pleading the conditions precedent, the performance of which he intends to contest, but that it is agreed that each and all of said conditions precedent in said policy mentioned are hereby put in issue. That this agreement shall be taken and considered as a part of the record in this case.

DAVIS & GHOLSEN,
*Attorneys for Plaintiff.*
HOUSTON & REYNOLDS,
And JAMES T. HARRISON,
*Attorneys for Defendant.*

Endorsed: Agreement of counsel filed December 15th, 1868, and made part of the record.

J. H. VISSER, *Clerk.*

District court, June term, 1868.

UNITED STATES OF AMERICA,
*Northern District of Mississippi:*

JOHN R. FRANCIS
vs. } 2793.
THE GERMANIA FIRE INSURANCE COMPANY.

1st. The defendant, by attorney, comes and says that this court ought not to have or take further cognizance of the action aforesaid,
20 because said defendant says that the plaintiff at the time of the institution of this suit in the circuit court of Monroe County, and State of Mississippi, to wit, on the day of , 1866, and at the time of the application for the change of name to this court, to wit, on the day of , 1867, was a citizen of the State of Illinois, and that this defendant at the time of the institution of this suit, the application for the change of name, and the order for the transfer as aforesaid, was and is a corporation created by the laws of the State of New York, having its domicil and principal place of business in the city of New York, in said State of New York. And this said defendant is ready to verify; wherefore he prays judgment whether this court can or will take further cognizance of the action aforesaid.

HOUSTON & REYNOLDS,
*Attorneys for Defendant.*

This day personally appeared H. D. Spratt, agent of defendant,
21 who made oath that the facts stated in the foregoing plea are true to the best of his knowledge, information, and belief.

H. D. SPRATT,
*Agent U. W. Agency.*

W. DEB. HOOPER,
*U. S. Commissioner for N. D. of Miss.*

2nd. And for further plea in this behalf, defendant, by attorney, comes and says this court ought not to have or take further cognizance of the action aforesaid, because said defendant says that this defendant is not a corporation located in the city of Aberdeen, and State of Mississippi, but is a corporation created by the laws of the State of New York, having its domicil and principal place of business in the city of New York, in said State of New York.

And of this defendant puts itself upon the country; wherefore it prays judgment whether this court can or will take further cognizance of the action aforesaid.

HOUSTON & REYNOLDS,
*Attorneys for Defendant.*

Sworn to and subscribed before me this the 5th day of December, 1868.

22 H. D. SPRATT,
*Agent U. W. Agency.*

W. DEB. HOOPER,
*U. S. Commissioner for N. D. of Miss.*

Endorsed: Filed 7th December, 1868.

J. H. VISER, *Clerk.*

District court.—December term.

UNITED STATES OF AMERICA,
*Northern District of Mississippi:*

JOHN R. FRANCIS
vs. } 2793.
THE GERMANIA FIRE INSURANCE COMPANY.

And said plaintiff, by attorney, comes and says that the said 1 & 2 pleas of defendant to the jurisdiction are insufficient in law, and assigns the following causes of special demurrer:

1st. Because said pleas are defective in form and wanting in certainty.

2nd. Because the jurat to said pleas is insufficient.

3rd. Because the facts set forth in said pleas do not show that this court has not jurisdiction.

4th. Because said pleas are in other respects informal and insufficient.

DAVIS & GHOLSEN,
VOORHEES & BISHOP,
23 *Attorneys for Plaintiff.*

Endorsed: Filed December 7th, 1868.

J. H. VISER, *Clerk.*

And afterwards, on the 16th day of December, 1868, a day of the same term of said court, the following proceedings were had in said cause in the said court, to wit:

JOHN R. FRANCIS
vs. } 2793.
THE GERMANIA FIRE INSURANCE COMPANY.

Came the parties by their attorneys, and came on to be heard the demurrer of plaintiff to defendant's first and second pleas to the jurisdiction of the court, and after argument by counsel it is ordered by the court that the demurrer of said plaintiff be extended to the declaration, and as to said declaration and the averments as to the said citizenship of said defendant that said demurrer be sustained, and that plaintiff have leave to amend his said declaration.

The said amended declaration having been filed, and the said defendant having filed four pleas to the jurisdiction of the court, plaintiff's counsel moved to strike out said four pleas to the jurisdiction, which after argument was sustained as to the first, second, and third pleas, and overruled as to the fourth; and the said first, second, and third pleas are stricken out, to which defendant excepted.

24 And thereupon defendant withdrew his said fourth plea, and by leave of the court pleaded in bar of said action.

And afterwards, to wit, on the same day the said plaintiff filed in said court a declaration in the words and figures following, to wit:

United States district court.—December term, 1868.

UNITED STATES OF AMERICA,
*Northern District of Mississippi:*

John R. Francis, a citizen of the State of Illinois, by attorney complains of the Germania Fire Insurance Company, a corporation created

by an act of the legislature of the State of New York, located in the city of Aberdeen, and State of Mississippi, by its agent, H. D. Spratt,
25 and doing business in said city of Aberdeen, and State of Mississippi, in the district aforesaid, under and by virtue of the laws of the State of Mississippi, summoned, &c., of a plea of trespass on the case on premises, &c.

For that whereas heretofore, to wit, on the 17th day of January, A. D. 1866, at and in the city of Aberdeen, and district aforesaid, the said defendant, for and in consideration of the sum of one hundred and fifty-eight dollars to them in hand paid by the said plaintiff, insured the said plaintiff from the said 17th day of January, 1866, until the 17th day of July, 1866, at noon, against loss and damage by fire to the amount of one-fourth part of ten thousand dollars, it being two thousand and five hundred dollars, upon his stock of dry goods and groceries kept and to be kept in the two-story brick store occupied by the said insured, on the north side of Commerce street, next door east of Adams, Spratt & Co., in Aberdeen, Mississippi; and to make good to the insured, his executors, administrators, & assigns, all such immediate loss and damage not exceeding in amount the sum insured by said company as
26 aforesaid, as shall happen by fire to the property above specified, the amount of such loss or damage to be estimated according to the actual cash value at the time of the loss, and to be paid sixty days after due notice and proof of loss made by the insured and received at the office of the general agency of said company in the city of New York, in accordance with the terms of the policy hereafter mentioned.

Plaintiff avers that on the night of the 12th day of March, A. D. 1866, a fire broke out in the said storehouse above mentioned, in the city of Aberdeen aforesaid, and that he lost of his dry goods and groceries thus insured the sum of ten thousand dollars.

He further avers that he had no further insurance on said dry goods and groceries, and that he gave due notice of the said loss on his said stock of dry goods and groceries to the defendant, according to the terms of and requirements of the said policy of insurance, and within the next ten days after said loss by fire; the said plaintiff further avers
27 that he has fully complied with all the requirements contained in said policy of insurance; the plaintiff avers that he is justly entitled to recover of the defendant the sum of two thousand dollars, for the recovery of which suit is brought, to the damage of plaintiff of twenty thousand dollars, &c.

DAVIS & GHOLSON,
VOORHEES & BISHOP,
*Attorneys for Plaintiff.*

Endorsed: Filed December 14th, 1868.

J. H. VISER, *Clerk.*

District court.—December term, 1868.

UNITED STATES OF AMERICA,
*Northern District of Mississippi:*

JOHN R. FRANCIS
vs.
THE GERMANIA FIRE INSURANCE COMPANY.

1st. And the said defendant, by attorney, comes and says that this court ought not to have or take further cognizance of the action afore-

said, and has no jurisdiction of this cause, because said defendant says that the said plaintiff, at the time of the institution of this suit in the circuit court of Monroe County, to wit, on the 6th day of October, 1866, and at the time of the application for the transfer thereof to this court, to wit, on the 16th of August, 1867, and the order for the transfer thereof, to wit, on the 18th day of November, 1867, was and is a citizen of the State of Illinois, and that this defendant at the time of the institution of this suit aforesaid, the application for the transfer thereof to this court, and the order for the transfer thereof, as aforesaid, was and is a citizen of the State of New York, incorporated by the name of the Germania Fire Insurance Company by said State of New York and having its principal place of business therein; and this the said defendant is ready to verify. Wherefore it prays judgment whether this court can or will take further cognizance and of the action aforesaid.

HOUSTON & REYNOLDS,
JAMES T. HARRISON,
*Attorneys for Defendant.*

2nd. And for further plea in this behalf, the defendant, by attorney, comes and says that this court ought not to have or take further cognizance of the action aforesaid, and has no jurisdiction of this cause, because this defendant says that the said plaintiff, at the time of the institution in the circuit court of Monroe County, and State of Mississippi, to wit, on the 6th day of July, 1866, and at the time of the application for the transfer thereof to this court, to wit, on the 16th day of August, 1867, and the order for the transfer thereof, to wit, on the 18th day of November, 1867, was a citizen of the State of Illinois, and that this defendant, the Germania Fire Insurance Company, at the time of the institution of said suit, & the application for the transfer, was a citizen of the State of New York, incorporated by the name of the Germania Fire Insurance Company, by said State of New York, and had its principal place of business therein, and was not located in the city of Aberdeen, and State of Mississippi, by its agent H. D. Spratt, nor doing business in said city of Aberdeen, and State of Mississippi, and in the northern district of Mississippi, under and by virtue of the State of Mississippi; and this the said defendant is ready to verify. Wherefore it prays judgment whether this court can or will take further cognizance of the action aforesaid.

HOUSTON & REYNOLDS, and
JAMES T. HARRISON,
*Attorneys for Defendant.*

3rd. And for further plea in this behalf, this defendant, by attorney, comes and says that this court ought not to have or take further cognizance of the action aforesaid, and has acquired no jurisdiction of this cause, because this defendant says that this cause was originally pending in the circuit court of Monroe County, and State of Mississippi, and the pretended order for the transfer thereof was not made by the said circuit court of Monroe County, and State of Mississippi, but by the Hon. W. D. Bradford, judge of the 9th judicial district of Mississippi, in vacation, to wit, on the 18th day of November, 1867; and this the said defendant is ready to verify. Wherefore it prays judgment whether this court can or will take further cognizance of the action aforesaid.

HOUSTON & REYNOLDS, &
JAMES T. HARRISON,
*Attorneys for Defendant.*

31 4th. And for further plea in this behalf, this defendant, by attorney, comes and says that this court ought not to have or take further cognisance of the action aforesaid, and has no jurisdiction of this cause, because this defendant says that this defendant was not located in the city of Aberdeen, and State of Mississippi, by its agent H. D. Pratt, nor was it doing business in said city of Aberdeen, and State of Mississippi, under and by virtue of the laws of the State of Mississippi; and this the said defendant is ready to verify. Wherefore it prays judgment whether this court can or will take further cognisance of the action aforesaid.

HOUSTON & REYNOLDS, &
JAMES T. HARRISON,
*Attorneys for Defendant.*

District court.—December term, 1868.

UNITED STATES OF AMERICA,
*Northern District of Mississippi:*

JOHN R. FRANCIS
vs. } 2793.
THE GERMANIA FIRE INSURANCE COMPANY.

32 F. B. Southwick, agent of said defendant, maketh oath and saith that each and all of the foregoing pleas, numbered 1, 2, 3, & 4, are true in substance and fact.

F. B. SOUTHWICK.

Sworn to and subscribed before me this 15th day of December, A. D. 1868.

J. H. VISER, *Clerk.*

Endorsed: Filed December 15, 1868.

J. H. VISER, *Clerk.*

District court.—December term, 1868.

UNITED STATES OF AMERICA,
*Northern District of Mississippi:*

JOHN R. FRANCIS
vs. } 2793.
THE GERMANIA FIRE INSURANCE COMPANY.

And the said plaintiff, by attorney, comes and demurs to the 1, 2, 3, & 4th pleas to the jurisdiction, filed after the amended declaration in this cause, and assigns the following causes of special demurrer:

1st. Because said pleas are defective in form and wanting in certainty.

2nd. Because said pleas state no facts which show that this court has no jurisdiction.

33 3rd. Because the facts stated in said pleas do not affirmatively show that the court has no jurisdiction of this cause.

4th. Because this cause having been transferred to this court by the judge of the circuit court of Monroe County, and State of Mississippi, no objection can here be made, by plea or otherwise, that this court has no jurisdiction.

And this defendant is ready to verify. Wherefore it prays judgment, &c., replication, and issue.

DAVIS & GHOLSEN, and
VOORHEES & BISHOP,
*Attorneys for Plaintiff.*

30 5th. And for further plea in this behalf, defendant says that before execution and issuance of the policy of insurance in plaintiff's declaration mentioned, to wit, on the 17th day of January, 1866, defendant's agent received from plaintiff a written proposition for insurance of the stock of dry goods and groceries in said policy mentioned, which proposition contains the whole and sole representation made and given by plaintiff to defendant's agent of the cash value of said stock of dry goods and groceries to be insured, and upon which said policy was issued; and defendant avers that, in said written proposition, plaintiff represented that an account of said stock of dry goods and groceries was last taken in June, 1865; and that the same at that time rendered a cash valuation of $7,000; and that there had been added since to said stock of dry goods and groceries amounting in valuation to $15,000, which said representation was false in this, that the cash valuation of said stock in June, 1865, was not seven thousand dollars, but of much less value, to wit, of the sum of five thou-
40 sand seven hundred dollars, and false in this, that since June, 1865, to the time of said representation, there has not been added dry goods and groceries amounting in value from twelve to fifteen thousand dollars, but the amount aforesaid was much less, to wit, of the cash value from six to seven thousand dollars, and so the defendant says the representation so made was a false representation within the true intent and meaning of said policy, and the conditions annexed thereto, and which, by the terms thereof, rendered the same void and of no effect; and this defendant is ready to verify. Wherefore it prays judgment, &c., replication, issue.

DAVIS & GHOLSEN,
VOORHEES & BISHOP,
*Attorneys for Plaintiff.*

6th. And for further plea in this behalf, defendant says that, before the issuance of the policy of insurance in plaintiff's declaration
41 mentioned, defendant's agent received from plaintiff a written application for insurance, which application contains the whole and sole representation given by plaintiff to defendant of every fact material to the risk which he solicited defendant to take, and upon which said policy was issued; and defendant avers that said plaintiff in written proposition did not make known to defendant or its agent every fact material to the risk which defendant assumed, in this, that said plaintiff had, at the time of said application, in the cellar of the storehouse occupied by him, and in which was stored the stock of dry goods and groceries insured against loss by fire, a large lot of loose lint cotton, to wit, four hundred pounds, and a lot of split light wood, whereby the danger of fire was materially increased, and which facts the said plaintiff omitted to make known to defendant or its agent at the time of said application; and defendant says that the omission of said plaint-
42 iff to make said facts known according to the terms and effect of said policy of insurance, and the conditions annexed thereto, renders the same null and void; and this defendant is ready to verify.

7th. And defendant, for further plea in this behalf, says that, in the

policy of insurance in plaintiff's declaration mentioned, it was agreed between said plaintiff and this defendant that any omission on the part of said plaintiff to make known every fact material to the risk assumed in said policy shall make the same void; and defendant avers that at the time of the application of said plaintiff for the said policy of insurance, to wit, on the 17th day of January, 1866, the said plaintiff had, in the cellar of the storehouse occupied by him, and in which were the stock of dry goods and groceries which were afterwards, to wit, on the 17th day of January, 1866, insured by defendant against loss by
43 fire, a large lot of lint cotton, to wit, four hundred pounds, whereby the hazard and danger of fire were materially increased; and which fact said plaintiff concealed from this defendant and its agent at the time of said application for insurance, by means whereof the said policy is void; and this the defendant is ready to verify, &c.

8th. And for further plea in this behalf, defendant says that, by the tenor and effect of said policy of insurance, and the conditions annexed thereto, it was agreed between said parties that if the building in which plaintiff had his stock of dry goods and groceries shall be occupied or used so as to increase the risk, without the consent of the company endorsed on said policy, the same should be void; and defendant avers that after the making of said policy, and at the time of said loss by fire, and on divers days before that time, said plaintiff had in the cellar of the building occupied by him, & in which was
44 the stock of dry goods and groceries insured in said policy against loss by fire, a large lot of lint cotton, to wit, four hundred pounds, and a lot of light wood, without the consent of defendant endorsed on said policy; that said lint cotton and light wood, or either of them, in the cellar of said building, materially increased the hazard and danger of fire and the risk assumed by defendant; that the fire which caused the pretended loss of the stock of dry goods and groceries, as complained of, originated in said cotton and light wood, or one of them; and so defendant says that, by reason of the same, the use of said building as above said, the said policy has ceased to be binding; and this defendant is ready to verify. Wherefore it prays judgment, &c. Plaintiff denies that he introduced light wood and cotton after the making of the policy.

9th. And for further plea in this behalf, defendant says that,
45 by the [by the] tenor and effect of said policy of insurance, and of the condition annexed thereto, it was agreed that all fraud, or attempt at fraud, or false swearing on the part of plaintiff, shall cause a forfeiture under this said policy; and defendant avers that said plaintiff, after the loss and destruction of said stock of dry goods and groceries by fire, to wit, on the 8th day of May, 1866, in his proof and declaration of loss of same. affidavit, before Jno. O. Cowser, a justice of the peace in and for the county of Monroe, and State of Mississippi, in which he affirmed, on oath, that he lost in said city of Aberdeen, on the night of the 12th of March, 1866, by fire, dry goods and groceries, &c., of the value of fourteen thousand five hundred and ten $^{4}/_{5}$ dollars; and defendant says that in said affidavit plaintiff swore falsely, in this, that of the dry goods and groceries lost by said plaintiff by fire, on the night of the 12th of March, 1866, in the city of Aberdeen, was not fourteen thousand five hundred and ten $^{4}/_{5}$ dollars, but of much less
46 value, to wit, of the value only of eight thousand dollars; and defendant says, by reason of said false swearing, plaintiff has forfeited all claim under this policy; and this defendant is ready to verify. Wherefore it prays judgment, &c., replication, said issue.

10th. And for further plea in this behalf, defendant says that, in the

policy of insurance in plaintiff's declaration mentioned, it was agreed that any fraud, or attempt at fraud, on the part of said plaintiff, should work a forfeiture of all claim under said policy. And defendant avers that after the loss and destruction of the stock of dry goods and groceries of plaintiff, and insured against loss by fire in said policy, the said plaintiff, wickedly, falsely, and with intent to defraud and cheat this defendant, to wit, on the 9th of May, 1868, made his declaration and proof of loss, in which he claimed that the value of the dry goods and groceries, &c., insured in said policy, and destroyed by fire,
47 was the sum fourteen thousand five hundred and ten $\frac{10}{100}$ dollars, and demanded payment of the amount so insured, he, the said plaintiff, well knowing at the time that the value of the dry goods and groceries so lost and destroyed was not of the value of fourteen thousand five hundred and ten $\frac{10}{100}$ dollars, but of greatly less value, to wit, of the value of six thousand dollars, and that he had secretly removed the greater part of his said stock before said fire, and that said claim was presented with the intent and purpose to collect from this defendant insurance for goods which he, plaintiff, well knew had not been lost by fire, and which, at the time, were under his control. And so defendant says, by reason of said fraudulent attempt, plaintiff has forfeited all claim under this policy; and this defendant is ready to verify. Wherefore he prays judgment, &c., replication, and issue.

11th. And for further plea in this behalf, defendant says that
48 the fire which caused the loss to plaintiff of his stock of dry goods and groceries in plaintiff's declaration mentioned, was the act of the said plaintiff himself, or done by his procurement or consent, with the deliberate intent, design, and purpose to burn and destroy said stock; and this defendant is ready to verify. Wherefore he prays judgment, replication, & issuance.

12th. And for further plea in this behalf, defendant says that the stock of dry goods and groceries in said policy of insurance mentioned, was destroyed by fire originating by the design or procurement of said plaintiff; and defendant is ready to verify. Wherefore he prays judgment, replication, and issue.

13th. And for further plea in this behalf, defendant says that, by the tenor and effect of said policy of insurance, and of the conditions annexed thereto, it was agreed that, in the event of the loss by fire
49 of the dry goods and groceries insured therein, that said plaintiff should, if required, produce certified copies of all bills and invoices of the dry goods and groceries purchased by said plaintiff, and that, until such certificates are produced, the loss shall not be payable. And defendant avers that through their agent, James K. Palmer, to wit, on the 14th day of April, 1868, said plaintiff was demanded and required to produce duplicate bills of goods purchased by him, and that said plaintiff refused to comply with said demand at the time, and did not deliver said duplicate bills before the institution of this suit; and this defendant is ready to verify. Wherefore it prays judgment, &c.

14th. And for further plea in this behalf, defendant says that, by the tenor and effect of said policy of insurance, and the conditions annexed thereto, it was agreed that, in the event of any property insured, the [illegible] should submit to an examination under oath, if required by said defendant, and upon failure of plaintiff so to do
50 [illegible] shall not be payable. And defendant avers that, on the [illegible] day of April, 1868, then, through their agent R. J. Brown, said plaintiff [illegible] demanded [illegible] produce [illegible] statement of the value [illegible] and [illegible] detailed state-

ment, sworn, of the value of goods shipped to Memphis, and a sworn statement of those shipped to Illinois, and plaintiff did not at that time, nor did he before the institution of this suit, furnish to this defendant statement, or either of them; and this defendant is ready to verify. Wherefore he prays judgment.

HOUSTON & REYNOLDS,
*Attorneys for Defendant.*

Replication and issue.

DAVIS, GHOLSON,
VOORHEES & BISHOP,
*Attorneys for Plaintiff.*

December term, 1868.

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51 THE GERMANIA FIRE INSURANCE COMPANY.

And the said plaintiff, by attorney, comes and defends the wrong and injury, when, &c., and demurs to the 2nd, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 pleas, and says he is not bound in law to answer the same, as they are not sufficient in law to bar or preclude him from having or maintaining his aforesaid action; and this he is ready to verify, &c.

And now here shows the court the following causes of special demurrer, to wit:

1st. Admitting the fact to be true, the policy of insurance would not be void.

2nd. The facts shown do not and render the policy void.

1st. The said third plea amounts to the general issue.

2nd. Because the said plea tenders a conclusion of law, and not an issuable fact.

4th. Because the facts presented by the plea do not amount to a breach of warranty.

52 1st. The said fourth plea amounts to the general issue.

2nd. The facts pleaded in said fourth plea do not amount to a fraud in law.

3rd. The facts pleaded in said fourth plea do not amount to a fraud.

1st. The fifth plea of defendants amounts to the general issue.

2nd. The facts set forth in said plea do not amount to a fraud in law, and do not render the policy void.

1st. The said sixth plea of defendant amounts to the general issue.

2nd. The facts set forth in said sixth plea do not amount to a fraud and render the policy void.

3rd. That the defendant, insuring on the facts set forth, cannot now complain if other facts were not presented.

53 4th. That insuring upon the facts presented was a waver of all other facts, and defendant cannot complain of its own neglect to make further inquiry.

5th. That an insurance upon the facts furnished the waiver of all other facts.

6th. That it was the duty of defendant to make survey, and he cannot now complain of his own negligence.

7th. That the light wood and cotton was not a material fact to be communicated, and the failure to communicate the fact of light wood and cotton, in this instance, do not amount to a fraud in law of which the defendant can complain.

1st. The said seventh plea amounts to the general issue.

2nd. That the failure to communicate the facts, that the light wood and cotton mentioned in the said seventh plea, is not a material fact, and a failure to communicate it does not amount to a fraud in law of which the defendant can complain.

54 3rd. It was the duty of the defendant to survey the storehouse of plaintiff, and the light wood and cotton being open to observation, if he failed in his duty he cannot now complain.

1st. The said eighth plea amounts to the general issue.

2nd. The said eighth plea presents an issue of law and not an issue of fact.

3rd. The said eighth plea does not present a set of facts which amount to a fraud, or which renders the policy void.

4th. The said eighth plea shows that the light wood and cotton was in the cellar at the date of the insurance, and defendant, taking the policy without examination, cannot complain.

5th. The said eighth plea does not charge over that the light wood and cotton were introduced into the cellar after the issuance of the policy of insurance.

55 1st. The said ninth plea amounts to the general issue.

2nd. The said ninth plea does not present a set of facts that constitute a defense to this suit.

3rd. That a false oath after the fire does not constitute a breach of the policy.

4th. That the said ninth plea tenders a conclusion of law and not an issuable fact.

1st. The said tenth plea amounts to the general issue.

2nd. The said tenth does not tender a set of facts that constitute a defence to this action.

3rd. The facts mentioned in said plea do not amount to a fraud which could render the policy void.

1st. The said eleventh plea of the said defendant amounts to the general issue.

1st. The said twelfth plea of said defendant amounts to the general issue.

56 1st. The said thirteenth plea of defendant amounts to the general issue.

2nd. That the facts mentioned in said plea do not amount to a defence in law.

1st. The said fourteenth plea of the said defendant amounts to the general issue.

2nd. The facts set forth in said plea do not constitute a defence in law.

3rd. And all the said pleas above mentioned are otherwise defective in law and insufficient answers to this declaration.

DAVIS AND CHOLSEN, and
VOORHEES AND BISHOP,
*Attorneys for Plaintiff.*

Endorsed: Filed December 15th, 1868.

J. B. VEEDER, Clerk.

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This day came on to be heard, and was heard, the demurrer of plaintiff to defendant's pleas in law, and, after argument of counsel, it is
57 ordered by the court that said demurrer be sustained as to the sixth, seventh, and thirteenth pleas, and overruled as to all others, and that plaintiff and defendant have leave to answer over; thereupon defendant withdrew his eighth plea, and that of special matter with his plea of the general issue, and plaintiff replied and took issue upon said pleas, to which the demurrer was not sustained.

Thereupon came on to be heard defendant's exceptions to the depositions of plaintiff, and, after argument by counsel, it is ordered by the court that said exceptions as to the deposition of Frank N. Oliver and Henry M. Zenor be sustained, and as to all others be overruled, and that plaintiff and defendant have leave to retake any and all said depositions, upon interrogatories, cross-interrogatories, and examinations; whereupon this cause, upon application of plaintiff, was continued until the next term of this court.

This December 17th, 1868.

District court, ss.—December term, A. D. 1868.

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*Northern District of Mississippi:*

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58 And the said plaintiff comes and defends the wrong and injury, when, &c., and for replication to the eighth plea by the defendant pleaded, says that he did not after the making of said policy [illegible] into the cellar of the building occupied by him, [illegible] and in which was the stock of dry goods and groceries insured in said policy, a large lot of lint cotton, to wit, four hundred pounds, and a lot of light wood; but, on the contrary, he avers the fact to be [illegible] lint cotton and light wood mentioned in said plea was in the cellar of the building occupied by him, and in which was the stock of dry goods and groceries insured, at the time of the application made by him for insurance survey, made by H. D. Spratt, agent, and the making of said policy, and this he is ready to verify, &c.

DAVIS AND GHOLSON,
VOORHEES AND DIBROT,
*Attorneys for Plaintiff.*

*Notice filed with plea of general issue.*

Plaintiff will take notice that in addition to the special facts set
59 forth in the special pleas in law, they will prove under the plea of general issue, in addition to the following special facts in evidence of said action—

1st. That the plaintiff at the time of the insurance concealed facts material to the risk, to wit, that he had loose cotton stored in the cellar.

2nd. That he so used the premises as materially increased the risk and hazard of fire, to wit, by stowing loose cotton in the cellar of the building in which his stock of dry goods and groceries exposed for sale.
3rd. The special facts set forth in the 8th plea, which is withdrawn.

HOUSTON & REYNOLDS,
And JAMES T. HARRISON,
*Attorneys for Defendant.*

And afterwards, to wit, on the 21st day of June, 1859, a day of the June term of said court, the following proceedings were had, to wit:

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Came the parties, by their attorneys, and thereupon came a
60 jury of good and lawful men, to wit, jury No. 1, who, being duly elected, sworn to, and charged well and truly to try the issue joined between the parties, tothe, do say they find the issue in favor of the plaintiff, and assess his damages at the sum of twenty-nine hundred and thirty dollars and fifty-eight cents ($2,930 58 cts.) damages. It is therefore considered by the court that the said plaintiff do recover of the said defendant the said sum by the jury aforesaid assessed, together with his costs herein expended.

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The court charged the jury upon the points of law arising upon the different issues submitted to them, to which no exception was taken, and also the [the] following: That the jury would look to the policy and written application referred to therein, read in evidence, as embracing the terms and stipulations of the contract between the parties; that the terms dry goods and groceries stated therein embraced such articles of mer-
61 chandize as were generally understood by retail merchants as being included within those terms, unless the terms were understood by the parties at the time as only including certain specified articles; that the understanding of these terms among insurance men, if different from the understanding among merchants, will not prejudge the claim of plaintiff if not made known to him at the contract was entered into by the parties.

That to entitle the plaintiff to recover in this action he must have given notice of his loss by the fire to the general agent within as short time as the circumstances would permit, to be determined by the jury from the evidence; but that if the proof showed that the notice was given to the local agent Spratt, and he communicated the same to the general agency, the notice would be sufficient, and that any admissions which the proof showed were made by the person acting as general agent that such notice had been received, would be considered by the jury as evidence upon the question of such notice; that if the proof
62 satisfied the jury that when the proofs were presented Brown was acting as general agent in the room and place of Stoddart, the general agent, that the defendant would be bound by the act of said Brown as fully as they would have been by those of said ——, the general agent, were he present and doing the said acts; that all that was

required of the plaintiff on this point was to present his proof of loss, &c., at the office of the general agent in New York, within the time specified in the contract, to any person who might then be acting as the general agent; that if such person or agent waived the presentation of any additional proof, and refused to pay the sum stated as due on any other account, or for other reasons, then the plaintiff would not be required to present such additional proof. The plaintiff was only required to present certified copies of his bills of purchases, with his proofs, and was not bound by his contract to furnish an invoice of goods shipped by him from Memphis to Logan; if he gave the name of the person who shipped them it was sufficient.

63 That if the general agent, or the person acting in that capacity, waived any further examination of the plaintiff, then the plaintiff would be to have complied with this portion of his contract.

That upon all the questions submitted the jury would find from the evidence, of the weight and force of which they are the exclusive judges, that to sustain the allegation in the defendant's plea that the plaintiff had committed perjury in making his proofs of loss, the proof must be sufficient to convict the plaintiff of the crime of perjury were he on trial upon an indictment for that offence. To all of which instructions to the jury by the court the defendant excepts, and prays that same may be signed, sealed, and made a part of the record in this cause, which is accordingly done.

R. A. HILL, [SEAL.]
*Judge U. S. Court N. D. Mississippi.*

June term, 1869.

UNITED STATES OF AMERICA,
*Northern District of Mississippi:*

64 JOHN R. FRANCIS }
vs. }
THE GERMANIA FIRE INSURANCE COMPANY. }

The defendant moves for a new trial in this case—

1st. Because the jury decided contrary to law.

2nd. Because the jury decided contrary to evidence.

3rd. Because the court erred in the instructions and charges to the jury.

4th. That the court permitted evidence to go to the jury that had never been offered as such, and that was not under oath, and which was not pertinent to the issue, and which was introduced in the concluding speech of the council for the plaintiff against the objection and protest of the defendant.

5th. Because the court declined to give the charges requested by the defendant.

HOUSTON AND REYNOLDS,
And JAMES T. HARRISON,
*Attorneys for Defendant.*

65 Which motion, being argued by counsel on both sides, and fully understood by the court, is overruled; and to said judgment of the court overruling said motion for a new trial the defendant by his counsel excepts.

Bill of exceptions.

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Be it remembered that on this 14th day of June, 1869, at Oxford, Mississippi, in the northern district of Mississippi, came on to be heard the above-stated cause before the Hon. R. A. Hill, judge of the district court of the United States for the district of Mississippi, which was continued from the said 14 to the 21 day of June, 1869.

After the pleadings were read to the jury, the following testimony was offered by the plaintiff:

Plaintiff read policy of insurance.

$10,000 *Underwriters' policy.* No. 25.

By this policy of insurance the Germania Fire Insurance Company, the Hanover Fire Insurance Company, the Niagara Fire Insurance Company, and the Republic Fire Insurance Company, all of the city of New York, each acting and contracting for itself, and not for the other, or others, in consideration of the one-fourth part of the sum of one hundred and fifty-eight dollars, to each of them paid by the assured hereinafter named, do each insure J. R. Francis, of Aberdeen, Mississippi, against loss or damage, by fire, to the amount of the one-fourth part of the sum of ten thousand dollars, for the term of six months, upon his stock of dry goods and groceries kept and to be kept in the two-story brick store now occupied by the assured, on the north side of Commerce Street, next door east of Adams, Spratt & Co., in Aberdeen, Mississippi. For further particulars, see survey and application No. 25, now on file in the office of the Aberdeen agency.

And each of the said companies agrees to make good to the assured, his executors, administrators, and assigns, all such immediate loss or damage, not exceeding in amount the sum insured by each company as aforesaid, as shall happen by fire to the property above specified, from the 17th day of January, 1866, at noon, to the 17th day of July, 1866, at noon; the amount of such loss or damage to be estimated according to the actual cash value at the time of the loss, and to be paid sixty days after due notice and proof of the same made by the assured, and received at the office of the general agency of the said companies in the city of New York, in accordance with the terms of the policy hereinbefore mentioned; but, provided in case a difference should arise touching any loss or damage after proof thereof has been received in the form, the matter shall at the written request of either party, be submitted to arbitrators mutually chosen, whose award in writing shall be binding on the parties as to the amount of such loss or damage, but shall not double the liabilities of the companies, respectively, under the policy. And provided further, that it shall be optional with the companies to repair, rebuild, or replace the property lost or damaged, with other of like kind or quality, within a reasonable time, giving notice of their intention so to do within thirty days after the receipt of proof herein required; and, in case the companies elect to rebuild, the assured shall, if required, furnish plan and specification of the building destroyed. The liability of the companies shall be liable for loss by theft, or for any loss, nor for any kind of damage by the assured by means of invasion, insurrection, riot, or civil commotion, or military or usurped power, nor

for the loss of bills, notes, accounts, and evidences of debt, or securities of property of any kind, money, bullion, jewels, plate, watches,
69 musical instruments, except one piano or melodeon, as part of the furniture of a dwelling-house, nor for scientific instruments, medals, patterns, printed music, engravings, paintings, picture frames, sculpture casts, models, or curiosities, unless particularly specified in the policy; nor for any loss caused by the explosion of gunpowder, camphene, or any explosive substance, nor by the explosion of a steam-boiler, unless fire ensues, and then for the loss or damage by fire only, nor for loss or damage caused by removal of property from a building, except it be proved that such removal was necessary to preserve the property; plate glass in doors or windows, when the plates are of the dimensions of three square feet or more, also store furnitures and fixtures must be separately specifically insured, otherwise they are not protected by this policy. If an application, survey, plan, or description of the property herein insured is referred to in this policy, such application, survey, or description shall be considered a part of this contract, and a warranty by the assured; and any false representation by the assured of the condition, situation, or occupancy of the property, or any omission to make known every fact material to the risk, or an overvaluation, or any misrepresentation whatever, either in a written application, or otherwise, or if the assured shall have, or shall hereafter make, any other insur-
71 ance on the property hereby insured, or any part thereof, without the consent of the companies written hereon, or if the above-mentioned premises shall be occupied or used so as to increase the risk, or the risk be increased by the erection of adjacent buildings, or by any other means whatever within the control of the assured, without the assent of the companies endorsed hereon, or if the property be sold or transferred, or any change take place in title or possession, whether by legal process or judicial decree, or voluntary transfer or conveyance, or if this policy shall be assigned without the consent of the companies endorsed hereon, or if the premium shall be unpaid, or if the interest of the assured in the property, whether as owner, trustee, consignee, factor, mortgagee, lessee, or otherwise, is not truly stated in this policy, or if the assured shall keep upon the said premises gunpowder, or gum-phereue, or petroleum, or rock or earth oils, or benzole, benzine or naphtha, or any explosive substance, or shall keep or use upon the said premises camphene, pirit, gas, or chemical oils, without written permission in this policy, then, and in every such case, this policy shall be void; provided, however, that without such written permission the assured may keep upon the said premises, for sale, not exceeding twenty-five pounds of gunpowder, and not exceeding five barrels of petroleum,
72 kerosene, or coal oil. The insurance may be terminated at any time at the request of the assured, in which case the companies shall retain only the customary short rates for the time the policy has been in force. The insurance may also at any time be terminated at the option of the companies, on giving notice to that effect and refunding a ratable proportion of the premium for the unexpired term of the policy. Insurance once made may be continued for a further term, the premium therefor being paid and a renewal receipt given for the same, and it shall be considered as continued, and on the original representations, but in case there shall have been any change in the risk, either within itself or by adjacent buildings, not made known to the companies by the assured at the time of renewal, the policy and renewal shall be void. If the interest of the assured in the property be any other than the entire, unconditional, and sole ownership of the property, for the use and benefit

of the assured, it must be so represented to the companies, and so expressed in the written part of this policy; otherwise this policy shall be void. In case of any other insurance upon the property hereby insured, whether prior or subsequent to the date of this policy, the assured
73 shall be entitled to recover of the companies, respectively, no greater proportion of the loss sustained than the sum hereby insured by each of them bears to the whole amount insured thereon, whether such other insurance be by specific, or by general, or by floating policy.

In case of loss the assured shall use their best endeavors to saving and protecting the property from damage at and after the fire; if they shall fail so to do, the companies will not be liable for damage caused by such failure, and there can be no abandonment to the companies of the property insured; the assured shall forthwith give notice of said loss to the companies through their general agent in the city of New York, and as soon after as possible render a particular account of such loss, signed and sworn to by them, stating whether any and what other insurance has been made on the same property, giving copies of the written portions of all policies thereon, the actual cash value of the property, their interest therein, for what purpose, and by whom, the building insured, or containing the property insured, and the several parts thereof, were used, when and how the fire originated, and shall also produce a certificate, under the hand and seal of a magistrate, notary public, or
74 commissioner of deeds, nearest to the place of the fire, not concerned in the loss as a creditor, or otherwise, nor related to the assured, stating that he has examined the circumstances attending the loss, knows the character and circumstances of the assured, and verily believes that the assured has, without fraud, sustained a loss on the property insured to the amount which such magistrate, notary public, or commissioner of deeds shall certify; and the assured shall, if required, submit to an examination under oath by any person appointed by the companies, and, if deemed necessary by the companies, to a second examination and subscribe to such examinations when reduced to writing, and shall also produce their books of accounts and all other vouchers, and all property hereby insured, whether damaged or not damaged, and shall also produce certified copies of all bills and invoices, the originals of which shall have been lost, and exhibit the same for examination to any person named by the companies. Damage to property not totally destroyed shall be appraised by disinterested men, mutually chosen by the assured and the companies, and the companies
reserve the right to take the articles damaged at their appraised
75 value; when personal property is damaged, the assured shall forthwith cause to be put in the best order possible, properly arranged, and make an inventory thereof, stating the quantity and cost of each, and upon such articles the damage shall be separately appraised, and the detailed report of the appraisers in writing shall form a part of the proofs hereby required, one-half of the appraiser's fees to be paid by the company. In case of loss on property held in trust, or on commission, or if the interest of the assured be other than the entire and sole ownership, the nature of the respective owners shall be set forth, with their respective interests therein, and what is due to them. If the policy is made payable in case of loss to a third party or held as collateral security, the proofs of loss shall be made by the party originally insured, unless there has been an entire change of the property insured, and until such proofs, declarations and examinations aforesaid, and examinations and appraisals permitted, the loss shall not be payable. All fraud, or

attempt at fraud, or false swearing, on the part of the assured, shall cause a forfeiture of all claim under this policy.

Reinsurance, if hereby made for any other insurance company, to be on a basis of such a liability that, in the event of loss, these com-
76 panies are each to pay only their respective proportion of said loss pro rata with said other companies the amount reinsured bears to the whole amount insured by each other company.

It is furthermore hereby expressly provided and mutually agreed that no suit or action against either of the companies for the recovery of any claim by virtue of this policy shall be sustainable in any court of law or chancery, unless such suit or action be commenced within twelve months next after the loss shall occur, and should any suit or action be commenced after the expiration of the aforesaid twelve months, the lapse of time shall be taken and deemed as conclusive evidence against the validity of such claim, any statute of limitations to the contrary notwithstanding. And the said companies, respectively, agree that in case the assured shall have to resort to judicial proceedings for the purpose of enforcing his claimes under this policy, it shall not be necessary for him to proceed against all or each of them, but that he may bring action against either of them, and that the others shall be bound and concluded by the result of such action in the same manner and
77 to the same effect as if it had been prosecuted against all of them, or against each of them separately with the like result.

It is further understood and agreed, by and between the parties hereto, that nothing herein contained shall be construed as creating or inporting any joint liability on the part of the above-named companies, or either of them, but that each of the said companies shall be reguarded as severally liable upon the policy for the amount insured by each under the same, in the same manner, and not otherwise, as if each had issued its seperate policy for the proportionate amount for which each insures as above mentioned; and, if any additional amount shall be indorsed upon this policy, it is to be with the understanding that the said companies each become insurers for one-fourth of such additional amount.

It is further understood that the taker or holder of this policy shall not participate in the profits of either of said companies. This policy is made and accepted on the above express conditions, but the same shall not be valid unless countersigned by the duly authorized agent of said companies at Aberdeen, Mississippi.

78 In witness whereof, the said companies have respectively caused these presents to be signed by their respective presidents and attested by there respective secretaries in the city of New York.

M. HELGER, *President*,
JOHN E. KULY, *Secretary*,
*The Germania Fire Insurance Company.*

D. L. STOAN, *President*,
B. L. HALCUT, *Secretary*,
*Hanover Fire Insurance Company.*

JONATHAN D. STEEL, *President*,
P. NOTMAN, *Secretary*,
*The Niagara Fire Insurance Company.*

R. HOWE, *President*,
D. J. CURRY, *Secretary*,
*The Republic Fire Insurance Company.*

Countersigned by the agent of the above-named companies.
Aberdeen, Mississippi, agency, this 17th day of January, 1866.
H. D. SPRATT, *Agent.*

[20 cents revenue stamp.]

Plaintiff then introduced John R. Francis, who testified as follows:

The policy read to the jury was made for my benefit, and by me, with the agent of defendant, resident at Aberdeen, Mississippi. The stock of goods and groceries insured in said policy was destroyed by on the night of the 12th of March, 1866, about good dark. The loss was total; nothing was saved. The stock insured, and that destroyed, was what was usually denominated a stock of dry goods and groceries. The value of the same at the time of the loss was $14,510 95.

The first purchase of the stock was made in Cincinnati, in name of Francis & Harding, in May, 1865. The invoice cost was $5,695 50; to this amount is to be added 15 per cent. for transportation, the cost of which was much more just after the close of the war than now. In June, 1865, I purchased the interest of Harding, and then became sole owner of the stock.

In July, 1865, I added to this stock, estimating them at original cost, $4,000 00; in September, 1865, the further amount of $9,500 00; in November, 1865, the further amount of

That this amount of thirty-one thousand six hundred and eighty dollars' worth of goods had been reduced by sales, and otherwise, on the 17 day of January, 1866, to something over seventeen thousand dollars, the amount insured; I arrived at that conclusion by deducting the amount of sales from the amount of $31,682 00, the value of the goods as above stated. At the date of the fire the amount of goods in the store was fourteen thousand five hundred and ten dollars and ninety-five cents. This estimate was arrived at thus: On the tenth day of February, 1866, I took an invoice of the goods then in the store; from this invoice I reserved four thousand and eighty-one dollars and eighty two cents, which was then packed up for shipment; and from this invoice thus taken, I deducted the sales from the date of the insurance to the date of the fire and obtained the result, $14,510 95 cents.

That the whole amount of goods purchased, and costs of transportation, and profit at 25 p. c., amounted to $31,682 00. The transportation after the month of June, 1865, I estimated at 10 p. c., instead of at 15 p. c., as before, the reopening or reconstruction of the railroad having reduced the cost of transportation about one-third.

Commenced business in Aberdeen the 14th of June, 1865; the average monthly sales was from $1,200 to $1,500; the sales for February, 1866, and March, were smaller than previously.

All the books of account were burned, except a small book kept by Oliver, one of my clerks.

In February, 1866, about the 15, shipped to Memphis, Tennessee, from the stock in Aberdeen, $4,081 82 worth of goods, estimating the price at cost, transportation, & 25 p. c. profit, my selling price. I designed sending them to Mobile, and, for this purpose sent them to Egypt station, Mobile and Ohio railroad, but the train on the Mobile and Ohio railroad being out of time, I returned to Aberdeen, and afterwards I changed their destination to Memphis, Tennessee, and consigned them to A. S. Jury & Co. They were forwarded at Egypt station

with Gates, Moore & Co., and after remaining there for a few days, were shipped by myself to Memphis, Tennessee. The goods were packed in four boxes and three trunks, and are the same above refered to as being reserved from invoice of 10th February 1866. Some of these goods were sold in Memphis, some were repacked and sent up the Mississippi River to Matteoon, Illinois, in name of Mrs. J. C. Stone, and remainder was sent to J. J. Logan, Loohatten station, Mobile and Ohio Railroad Company. The goods sent to Memphis were all the reductions of the stock of goods insured by shipment from the time of insurance to fire.

The fire occurred about dark on evening of 12th March, 1866; when alarm given I was at boarding-house of Hayden's; rushed out, met a man by the name of Scales, who told me my store was on fire,
82 and they wanted my key; went back to my room to get the key, and on return met James Oleshue at the gate of Hayden's boarding-house, and went with him to the fire; the front door of my store-room had been broken open, and a guard stationed at it, who refused to permit me to enter; Oleshue, at my suggestion, and I then went around to the rear of the building, about one hundred yards around the way we went; when we reached the rear, the cellar door of the store was standing open, and I called Oldshue's attention to it.

The store was two stories high, with a cellar underneath; the entrance to the second story was from the street in front by a flight of steps leading up between mine and the adjoining building. There was also an entrance to the second story from the rear, similar to the front described, and a door leading from the rear entrance to the counting-room occupied by me. The entrance to the second story was closed with doors, which at night were closed with bars across the inside.

The door of the cellar was fastened with a bar, was opened about a foot at the time I and Oldsue got around to it. In the cellar, at time of fire, there was some empty boxes, wood, and lint cotton securely nailed up in boxes. There was no shutter to the window of the cellar;
83 it was a grated window.

The day of the fire was in the store regularly up to 3 or 4 o'clock in the afternoon. Then I went out and did not return untill about sunset. Came in, counted the cash, and left for supper in company with Oliver and Lozier, my two clerks, one of them locking the door as usual. I was not in the cellar that day.

*Statement of loss sustained by John R. Francis, on the night 12 March, 1866, from fire.*

"EXHIBIT A."

| | | |
|---|---|---|
| 1866. | | |
| February 10. | Amount of stock on hand about this date..... | $16,400 60 |
| | Less stock of millinery goods up-stairs and not insured..... | 998 32 |
| | Leaving balance at that time..... | 15,401 68 |
| | Less amount goods sold since and furniture.. | 890 73 |
| March 12th. | Goods on hand this day..... | $14,510 95 |

THE STATE OF MISSISSIPPI, *Monroe County:*

Before me, John O'Connor, an acting justice of the peace in and for

said county, personally appeared J. R. Francis, who made oath, in due form of law, that he lost in said city of Aberdeen, on the night of the 12th of March, A. D. 1866, by fire, dry goods, groceries, &c., of the value of fourteen thousand five hundred and ten 44 dollars, ($14,510 95,) as per above statement; that he was insured in the underwriters' policy of the city of New York, for the sum of ten thousand dollars, and that he had no other insurance whatever upon his goods, wares, and merchandize; that said fire occured some half or three-quarters of an hour after he had left the store, and must have been the work of an incendiary.

JOHN R. FRANCIS.

Sworn to and subscribed before me this the 17 day of March, A. D. 1866.

JOHN O'CONNER, [SEAL.]
*An acting Justice of the Peace, &c.*

[5 cts. U. S. int. rev. stamp.]

THE STATE OF MISSISSIPPI, *Monroe County:*

Before me, an acting justice of the peace in and for said county, personally appeared Henry A. Lozier, who certifies on oath that the statement contained in the within and foregoing affidavit of J. R. Francis is true and correct; that he was the clerk and salesman of the said Francis at the time the fire occurred; that the fire was, in his opinion, without any negligence or default of the said Francis, and must have been the work of an unknown incendiary; that the said Francis and himself left the storehouse for supper about half an hour or three-quarters of an hour before the fire occurred.

HENRY A. LOZIER.

Sworn to and subscribed before me this 17 day of March, A. D. 1866.

JOHN O'CONNER, [L. S.]
*Acting Justice of the Peace, Monroe County.*

[5 cents U. S. int. revenue stamp.]

THE STATE OF MISSISSIPPI, *Monroe County:*

Before me, J. R. Kidd, mayor of the city of Aberdeen, an acting justice of the peace in and for said county, personally appeared F. N. Oliver, who made oath, in due form of law, that on and previous to the 12 instant, he was clerk and salesman for J. R. Francis, in his dry goods and grocery store in the city of Aberdeen; that he has read the statement set forth in the affidavit of said Francis, relating to his loss on the night of 12th instant by fire, and also the statement of Henry A. Lozier thereto attached, and affiant says that he fully concurs therein, and believes the same to be true and correct; that this affiant was in the storehouse with said Francis and Lozier a short time previous to the fire breaking out; that no carelessness or negligence on the part of either of them, with reference to the fire in the storehouse fire-places, took place; and that he does not believe the burning of the house could have occured from the fire left in the fireplace; that the wood therein had all burnt up, and only a few coals were left, and everything about the store looked all right as usual, when this affiant left the store with said Lozier and Francis, for supper;

which was about half hour or three-quarters of an hour previous to the breaking out of the fire.

F. N. OLIVER.

Sworn to and subscribed before me this 24 day of March, 1866.

JAS. R. KIDD,
*Mayor & ex off. J. P.*

[Five cents U. S. internal revenue stamp.]

THE STATE OF MISSISSIPPI, *Monroe County:*

Before me, John O'Conner, an acting justice of the peace in and for said county, personally appeared John R. Francis, who, being duly sworn, deposes to the following statement, viz: That this claim and proofs were made up and taken on the day it bears date in the preceding certificates and affidavits [and affidavits] of this sheet; that at that time affiant had none of the blank forms used and required by
37 the companies who issued the policy No. 23 referred to in the annexed printed form; and that he could not get one until Mr. Palmer, agent, left the one hereto attached; that the loss of his goods, &c., by fire, was total, and that his books, &c., including invoices, cash-books, and memorandum sale-books, (except one,) were destroyed in the fire; that his only means of ascertaining his loss was as follows: About the 10th of February, 1866, affiant and his salesmen, Lenier and Oliver, whose affidavits are hereto attached, from the invoices of purchases and account of sales of goods in the cash-book, and the general appearance of the stock, estimated the value of the goods on hand at $13,000, as stated, from which deductions are made as per statement; that he is satisfied the amount of loss set forth does not exceed the true amount.

JOHN R. FRANCIS.

Sworn to and subscribed to before me the 8 day of May, 1866.

J. O'CONNER, [L. S.]
*Justice of the Peace.*

[Five cts. U. S. revenue stamp: J. O'C.]

THE STATE OF MISSISSIPPI, *Monroe County:*

I, Charles W. Walker, clerk of the probate court of said county, do hereby certify that John O'Conner, whose certificate is appended
38 to the annexed papers, is a duly commissioned acting justice of the peace, and that his official acts are entitled to full faith and credit.

Given under my hand and the seal of office, at office in Aberdeen, in said county, this 9th day of May, 1866.

[SEAL OF COURT.] C. W. WALTON, Clerk,
By W. D. WALTON, D. C.

[Five cents U. S. internal revenue.]

ABERDEEN, MISSISSIPPI, March 17, 1866.

SIR: You are hereby notified that on the night of the 12 instant, I sustained a loss of fourteen thousand five hundred and ten 10/100 dollars, it being my entire stock of dry goods and groceries in my storehouse in this place; and the same was covered to the extent of ten thousand dollars by a policy of insurance issued by you on the 15th day of January, 1866, as agent for the underwriters' policy of insurance.

The above loss consisted of the actual destruction of the goods and groceries insured.

I look to you, as agent, and the companies represented by you, for indemnity, according to the undertaking in said policy.

Respectfully,

JOHN H. FRANCIS.

To H. D. Spratt,
*Agent of the Underwriters' Policy of Insurance, Aberdeen, Mississippi, T Germania, Hanover, Niagara, & Republic Insurance Companies of New York.*

STATE OF MISSISSIPPI, *County of Monroe, ss:*

Be it known that on this 6 day of May, A. D. 1856, before me, John O'Connor, an acting justice in and for said county, duly commissioned and sworn, and residing in the city of Aberdeen, in the county and State aforesaid, personally appeared John H. Francis, who, being duly sworn, deposes and says the following statement and the papers therein referred to, and signed with his own hand, contain a particular, just, and true account of his loss in the words and figures following, to wit:

1st. That on the seventeenth day of January, A. D. 1856, the Germania, Hanover, Niagara, and Republic Fire Insurance Companies of the city of New York, by their policy of insurance numbered 23 issued by H. D. Spratt, their agent at Aberdeen, in the State of Mississippi, did each insure the party herein and therein named against loss or damage by fire to the amount of one-fourth part of the sum of [illegible] dollars upon his stock of dry goods and groceries kept and to be kept in the two-story brick store now occupied by the insured, on the north side of Commerce street, west door south of Adams, Spratt & Co., in Aberdeen, Mississippi, (for further particulars see survey and application, &c., No. 23, now on file in the office of the Aberdeen agency,) for the term of six months from the seventeenth day of January, A. D. 1856, to the seventeenth day of July, A. D. 1856, at noon.

II. That in addition to the amount covered by said policy of said company, there was no other insurance made thereon to the amount of nothing as specified in the accompanying schedules showing the name of each company, and the written portions of each policy; besides which, there was no other insurance thereon.

III. That the actual cash value of the property so insured amounted to the sum of fourteen thousand five hundred and ten dollars, at the time immediately preceding the fire, as will appear by the annexed schedule marked "Exhibit A," showing a full and accurate description of the property, and the value of the same, with the loss stated in the aggregate.

IV. That the property insured belonging to the said Francis was his own, and no one else was interested therein.

V. The building containing the property destroyed was occupied in its several parts by the parties hereinafter named, and for the following purposes, to wit: At the time of the fire, and four weeks preceding exclusively and solely by himself as a dry goods and grocery store. From the 1 of Feb., 1856, the upper rooms were used and occupied as a military establishment, which was closed about the 1 Feb., 1856, and not used for any other purpose afterwards, and for no other purpose whatever.

VI. That on the 22 day of March, 1856, a fire occurred by which the property insured was destroyed to the amount of $14,510 00, [illegible]

the statement and the several schedules hereto annexed, which the deponent declares to be a just, true, and faithful account of his loss, so far as he has been able to ascertain the same.

VII. The fire originated from the work of an unknown incendiary, as affiant believes, when he left the store, about dark, there being no apparent cause of fire, and the goods and store looked as usual, which
92 was about half or three-quarters of an hour before the fire; and the said deponent further delares that the said fire did not originate by any act, design, or procurement on his part, or in consequence of any fraud or evil practice done or suffered by him, and that nothing has been done by or with his privity or consent to violate the conditions of insurance or render void the policy aforesaid.

Witness my hand at Aberdeen, in the county of Monroe, and State of Mississippi, this 8th day of May, 1866.

JOHN R. FRANCIS.

93 Subscribed and sworn to before me this eighth day of May, A. D. 1866.

JOHN O'CONNER, [SEAL.]
*Justice of the Peace.*

[5-cts. U. S. internal revenue: J. O'C.]

STATE OF MISSISSIPPI, *County of Monroe, ss:*

I, John O'Conner, residing in Aberdeen, Mississippi, most contiguous to the property hereinbefore described, hereby certify that I am not concerned in the loss or claim above set forth, either as a creditor or otherwise, or related to the insured or sufferers; that I have examined the circumstances attending the fire or damage as alleged; and that I am well acquainted with the character and circumstances of the insured, and do verily believe that he has by misfortune, and without fraud or evil practice, sustained loss and damage on property insured to the amount of fourteen thousand five hundred and ten dollars, as stated by him.

In testimony whereof, I have hereunto set my hand and official seal this 8th day of May, A. D. 1866.

JOHN O'CONNER, [L. S.]
*Justice of the Peace.*

[5-cts. U. S. internal revenue: J. O'C.]

The proofs of loss read to the jury were served upon H. B. Sprott, agent of defendant at Aberdeen, Mississippi, on 17 March, 1866,
94 and served same proof on general agent of the company at New York, with the additional proof added after 17th March, 1866, on June 7th, 1866.

On 7th June, I also furnished the general agent at New York with the following bills of purchase made by me and Francis & Harding, in Cincinnati, with a statement accompanying these, being a detailed statement of purchases made:

These purchases of goods were made in name of Francis and Harding, with the exception of a small stock bought in the name of Mrs. J. C. Stone.

| | | | |
|---|---|---|---|
| | Chs. C. Darke..... | 217 | |
| May 23. | Chambers, Stevens & Co..... | 100 05 | |
| | | | 317 05 |

| | | | | |
|---|---|---|---|---|
| " 22. | Bought by T. & H. of Dickson, Price & B | 126 25 | | |
| " " | Stull & MacMeekin | 51 41 | | |
| | J. W. Mead & Co | 17 00 | | |
| | A. Ackerland & Co | 58 50 | | |
| | Dickson, Clark & Co. | | | |
| | Duncan, Ford & Co | 668 73 | | |
| | Rowland, Irving & Co | 269 30 | | |
| | J. S. Hill & Co | 126 35 | | |
| | R. McCrady & Co | 372 62 | | |
| | Chambers, Stevens & Co | 2,582 73 | | |
| | | | | 5,242 97 |

I took with me to Aberdeen, in June, 1865, six thousand dollars' worth of goods.

| | | | | |
|---|---|---|---|---|
| 1865. | | | | |
| July 6, | R. McCrady & Co | 126 30 | | |
| " | " Chambers, Stevens & Co | 6,652 40 | | |
| 25 " | " MacMillan, Morris & Lyttle | 1,946 95 | | |
| | A. & J. Frownstine & Co | 2,426 25 | | |
| | J. S. Hill & Co | 126 32 | | |
| | Aplegate & Co | 145 00 | | |
| | Charles C. Darharty & Co | 1,189 60 | | |
| | J. E. Winn | 46 50 | | |
| | A. Ackerland & Co | 126 50 | | |
| | F. Shultze | 145 00 | | |
| | Dickson, Price & Bishop | 489 25 | | |
| | W. D. Morgan | 14 04 | | |
| | Duncan, Ford & Co | 715 45 | | |
| | Dickson, Clark & Co | 1,575 17 | | |
| | Jeffers, Seabay & Co | 1,000 37 | | |
| | | | | 7,121 17 |
| | | | | 22,464 14 |
| 15 per cent. for carriage. | | | | 3,369 6 |
| | | | | 25,833 76 |

CINCINNATI, *May* 23, 1869.

Mrs. J. C. Stone, of Eastport, Mississippi, bought of Chambers, Stevens & Co., importers and wholesale dealers in foreign and domestic dry goods, (terms, net cash,) Nos. 110 and 112 Pearl street, northeast corner of Race:

| | | | |
|---|---|---|---|
| 1 | p's bl'k silk netting, 14, 80 | 11 | 20 |
| 1 | " Swiss, 10, 50 | 5 | |
| 2 | " mull brage, 30, 75 | 22 | 50 |
| 1 | " belt ribbon | 3 | 50 |
| | 3 " velvet " 65 | 1 | 95 |
| 26 | 3 " " " 90 | 2 | 70 |
| | 1 " silk trimming | 1 | 75 |
| 3 | " love valles, 1 50 | 4 | 50 |
| 1 | ruber riddg comb | 2 | 25 |
| 1 | horn fine " | | 70 |
| 1 | back " | 1 | 25 |
| 1 | black gloves, | 4 | 50 |
| 1 | Linle " | 2 | 50 |

| | | |
|---|---|---|
| 4 doz. mitts, 7 00 | | 1 75 |
| 3 belt buckles, 80 | | 2 40 |
| 1 doz. hair nets | | 2 25 |
| 1 " watch-guards | | 80 |
| 1 cords & tassels | | 2 00 |
| 1 ladies' collars | | 1 25 |
| 1½ hand., silk, 3 00 | | 4 50 |
| 1 parasol | | 3 50 |
| 1 bunch whalebone | | 85 |
| ½ gross thimbles, 6 00 | | 1 |
| ½ " " 2 00 | | 1 |
| 1 " hair pins | | 75 |
| 1 " K. pins | | 75 |
| 1 lb. hair pins | | 35 |
| 12 coll's & cuffs, 75 | | 9 00 |
| 2 ladies' collars, 55 | | 1 10 |
| 6 " " 35 | | 2 10 |
| 8 " " 40 | | 1 20 |
| | $100 05 | |

(Duplicate bill.)

97 CINCINNATI, *May* 23, 1865.

Francis & Harding, of Eastport, Miss., bought of Dickson, Price & Bishop, whole. dealers in hats, caps, ladies' furs, and straw goods, No. 102 & 104 Pearl st., north side, bet. Vine & Race:

| | | |
|---|---|---|
| 1 dozen men's black wool oper., 10 50 | | 10 50 |
| 1 " " gray " " 12 00 | | 12 00 |
| 1 " " pearl " " 13 50 | | 13 50 |
| 1 " " nitre, plante, 18 00 | | 18 00 |
| 1 " " bl'k cas " 33 00 | | 33 00 |
| 1 " " nitre " " 36 00 | | 18 00 |
| ½ " " bl'k, 4 dep., 36 00 | | 18 00 |
| 1 " " white straw, 16 00 | | 16 00 |
| 1 " " " Panama, 33 00 | | 16 50 |
| ½ " " bl'k straw, 10 50 | | 5 25 |
| 2 " " palm ½n., ½n, 5 00 | | 5 00 |
| 2 " boys' " ½n., ½n., 5 00 | | 5 00 |
| Cases & strap | | 2 50 |
| | $156 25 | |

(Duplicate.)

CINCINNATI, *May* 23, 1865.

Mess. Duncan, Ford & Co., bought of J. W. Meal & Co., commission merchants & dealers in flour, grain, and produce, No. 13 Walnut st., S. W., bet. Fron. & Water:

| | |
|---|---|
| 2 bbls. flower, 8 50 | 17 00 |

For Francis & Harding, Eastport, Miss.
(Duplicate.)

98 CINCINNATI, *May* 23, 1865.

Mess. Francis and Harding, bought of Duncan, Ford & Co., commission merchants and wholesale grocers (terms, cash,) No. 14 Second street:

| | | | |
|---|---|---|---|
| 8 | bags of coffee, 13, 30, [13, 30] | 382 | 35 |
| 1 | bbl., 50 c., sugar, 224, 17 | 38 | 58 |
| 1 | " 50 c., " 264, 16 | 42 | 74 |
| 100 | bags of salt, 28 | 28 | 00 |
| 100 | " small, salt, 12½ | 12 | 50 |
| 3 | doz. painted buckets, 3 25 | 9 | 75 |
| ½ | " No. 1 tubs, 15 00 | 7 | 50 |
| ½ | " " 2 " 13 50 | 6 | 75 |
| 1 | bbl., 50, granulated sugar, 203, 20 | 41 | 10 |
| 1 | doz. brooms | 4 | 00 |
| 1 | doz. " | 5 | 00 |
| ½ | " washboards, 3 75 | 1 | 87 |
| 1 | keg 10-p'y nails | 5 | 50 |
| 1 | " 8 " " | 5 | 75 |
| 1 | " 6 " " | 6 | 00 |
| 1 | drum tobacco, 18², 1 10 | 20 | 35 |
| 1 | caddy " 22, 75 | 16 | 50 |
| 5 | smoking " 40 | 2 | 00 |
| 5 | " " 45 | 2 | 25 |
| 1 | caddy tea, 15, 175 | 26 | 25 |
| 1 | b'x, 40 c., candy, 50, 27 | 13 | 90 |
| | 1 b'x pipes | 2 | 25 |
| 99 | 4 tierces to pack salt, 65 | 2 | 60 |
| | 1 box for packing | | 30 |
| | | $603 | 79 |

(Duplicate.)

CINCINNATI, *May* 23, 1865.

Mess. Francis & Harding, bought of Rowland, Irving & Co., manufacture's and wholesale dealers in boots & shoes, No. 102 Walnut street, between Pearl and Third:

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 6 | p'r | ladies' | plain glove-kid | bo'ts, | 4 00 | 24 | 00 |
| 6 | " | " | tip | " " | 4 00 | 24 | 00 |
| 12 | " | " | lasting | Congress, | 2 00 | 24 | 00 |
| 30 | " | " | grain'd | Polish bo'ts, | 2 25 | 67 | 50 |
| 24 | " | " | buff | " | 2 25 | 54 | 00 |
| 24 | " | " | goat | " | 2 50 | 60 | 00 |
| 30 | " | " | buff | " | 1 25 | 37 | 50 |
| 24 | " | " | " | " | 1 50 | 36 | 00 |
| 12 | " | " | kidd | " | 1 75 | 21 | 00 |
| 12 | " | misses' | int. goat | " | 1 25 | 15 | 00 |
| 12 | " | lad's' | enam'd | boots, | 1 75 | 21 | 00 |
| 12 | " | men's | pat. | slippers, | 1 35 | 16 | 20 |
| 12 | " | " | buff | " | 1 25 | 15 | 00 |
| 12 | " | " | split | boots, | 3 50 | 42 | 00 |
| 12 | " | " | calf | " | 4 50 | 54 | 00 |
| 12 | " | " | " | " | 5 25 | 63 | 00 |

12 " " peg'd ½ W., " 6..... 72 00
12 " " custom-made boots, 6 75..... 81 00
100 12 " " hand-made, sew'd " 9 50..... 114 00
36 " men's buff brogans, 1 75..... 63 00
30 " " " " welt " 1 90..... 57 00
4 gro. cot. laces, 1 00..... 4 00
2 " leather " 80..... 1 60
1 box & strapping..... 2 50

$360 30

Received payment.

ROLAND, IRVING & CO.

(Duplicate bill.)

CINCINNATI, *May* 15, 1865.

Mess. Francis & Harding, Eastport, Miss., bought of Joseph S. Hill & Co., queensware & glassware, also wine & brandy bottles, No. 114 West Third street, 3 doors west of Burnet House:

A. B. W. & C. C. 56:

2 tea set, 45 p's, plain, 5 00..... 10 00
2 doz. teas, " 1 60.....
2 doz. plates, ½-in., " 1 60..... 3 20
2 " sauce plates, 4 in. deep, plain, 1 15.....
½ " jugs, ½, 12 00; ½, 9 00; " ..... 3 50
2 tea sets, 46 p's, Speedwell, " 5 00..... 10 00
3 doz. teas, " " 1 60..... 4 80
5 doz. plates, 1, 4 20; 1, 1 60; 1, 2 00; " ..... 8 00
3 " sauce plates, " 1 15..... 3 45
1½ " pitchers, ½, 12 00; ½, 9 00; ½, 4 00 " ..... 9 50
1 " bowles, 30 " ..... 2 50
½ " dishes, 11 in. " 8 00..... 2 00
101 1 doz. bakers', ½, 4 00; ½, 5 00; " ..... 4 50
3 cover dishes, 8-in., " 1 30..... 3 90
3 tea sets, 46 p's, C. C., 3 25..... 9 75
1 doz. bowles, 30, " ..... 1 25
7 " plates, ½, 75; 2, 85; 3, 100; 1½, 1 15; " ..... 5 53
14 sets teas, " 35..... 4 90
2 doz. bakers', ½, 2 00; ½, 2 50; ½, 3 00; ½, 4 00 " ..... 5 75
1½ " dishes, ½, 2 50; ½, 3 00; ½, 4 00; ½, 5 00; ½, 7 50; " ..... 6 38
3 pare ewers & basins, 9s, " 15 00 doz... 3 75
Crate..... 1 00

109 07
5 p. c. discount..... 5 45

$103 62

½ doz. C. C. chambers, 6s, covered, 10 00..... 5 00
½ " yel. " 9s, 4 00..... 2 00
½ " ½ p's pillar tumbler, 90c., box 40c..... 5 00

| | | | |
|---|---|---|---|
| 2 | " | ½ p'k Rabb's, do., 1 20 | 3 60 |
| 2 | " | sq. individual lutes | 1 00 |
| 1 | " | Lochmere, ½ do. | 2 00 |
| ½ | " | palace & Montreal do., 3 00 | 1 50 |
| Package, 50, & drayage | | | 8 50 |
| | | | $125 37 |

CINCINNATI, *May* 20, 1865.

Mess. Francis & Harding, Eastport, Mississippi, bought of R. McBurdy & Co., wholesale druggists, northeast corner of Columbia and Walnut street:

| | | | |
|---|---|---|---|
| 102 | | (Terms cash.) | |
| | 2 box snuff, bottles, 21 00 | | 42 00 |
| 2 | " do. packs, 144, 20 50 | | 41 00 |
| 2 | " 50 S. C. soda, 120, 9 | | 11 00 |
| 1 | " starch, 61, 8½ | | 5 44 |
| ½ | bbl. Ep. salts, 116, 6½ | | 3 04 |
| 1 | " copperas, 7 50 | | 7 50 |
| ½ | " 50, China tobacco, 50, 80 | | 27 50 |
| 1 | box ext. logwood, 20, 21 | | 5 04 |
| 10 | " blue vitriol, 20 | | 2 00 |
| 2 | box, 50, bar soap, 2 40 | | 4 80 |
| 1 | doz. McLean's vermifuge, 1 60 | | 1 60 |
| 1 | " do. pills, 1 60 | | 1 60 |
| 1 | " Fahnest. ver, 1 60 | | 1 60 |
| 1 | " Cook's pills, 1 50 | | 1 50 |
| 1 | " Sheppard do. 1 12 | | 1 12 |
| 1 | " do ver., 11 12 | | 1 12 |
| 2 | " Turner's balsam, 3 00 | | 6 00 |
| 2 | " castor oil, 1 50 | | 3 00 |
| 1 | " turpentine, 1 50 | | 1 50 |
| 1 | gross rick matches, 2½ gro., 3 20 | | 8 00 |
| 1 | b'x cupid soap, 1 50 | | 1 50 |
| 2 | d'z Davidson honey, 1 20 | | 1 20 |
| 2 | " laudanum, 1 25 | | 2 50 |
| 2 | " paregoric, 1 00 | | 2 00 |
| 1 | oz. morphia, 3 75 | | 3 75 |
| 1 | " opium, 10 25 | | 10 25 |
| 3 | " quinia, 2 65 | | 7 95 |
| | ½ gro. oz. Mason's sg. & scr., 5 30 | | 8 25 |
| 103 | 1 doz. handle brushes, 2 50 | | 2 50 |
| | ½ " marking do. 1 25 | | 63 |
| 2 | " lampblack, 20 | | 40 |
| ½ | " O. R. brandy, 1 00 | | 5 50 |
| 1 | p. Huddard scales, 14 00 | | 14 00 |
| 2 | lbs. wrap'g paper, ca. 90, 135, 180 | | 8 10 |
| 1 | bbl. Monongahela whisky, 41½, 2 75, 114 13 | | 114 13 |
| Box | | | 1 50 |
| | (Duplicate bill.) | | $372 62 |

CINCINNATI, *May* 22, 1865.

Mess. Francis & Harding, bought of Chambers, Stevens & Co., importers and wholesale dealers in foreign and domestic dry goods, Nos. 110 & 112 Pearl street, N. E. cor. of Race:

| | | | |
|---|---|---|---|
| 1 | p's jackonet, 20, 75 | 15 | 00 |
| 1 | " " 20, 60 | 12 | 00 |
| 1 | " " 20, 50 | 10 | 00 |
| 1 | " " 20, 45 | 8 | 00 |
| 1 | " " 20, 65 | 12 | 00 |
| 1 | Swiss, 20, 75 | 15 | 00 |
| 1 | Vic. lawn, 20, 60 | 12 | 00 |
| 1 | nansook, 20, 60 | 12 | 00 |
| 2 | Glasgow gingham, 85½, 55 | 47 | 24 |
| 3 | plain cambrick, 96, 45 | 43 | 20 |
| 2 | Scotch ginghams, 81, 60 | 48 | 60 |
| | 1 fancy lawn, 50², 60 | 30 | 30 |
| 104 | 2 fancy lawn, 83², 50 | 41 | 86 |
| | 1 " " 33, 50 | 16 | 50 |
| 1 | Paris jaconet, 32, 60 | 19 | 20 |
| 2 | plain black lawn, 32, 50 | 26 | 00 |
| 1 | m'g figured lawn, 32, 50 | 16 | 00 |
| 4 | p's Mozambique, 198², 50 | 99 | 25 |
| 3 | crape mavette, 165, 62 | 103 | 61 |
| 2 | fancy prints, 83, 25 | 20 | 94 |
| 3 | " " 120², 25 | 30 | 12 |
| 5 | " " 212², 28 | 49 | 87 |
| 3 | " " 123², 30 | 37 | 68 |
| 2 | " " 87, 27 | 24 | 14 |
| 12 | " " 569, 27 | 153 | 77 |
| 19 | " " 767, 27 | 207 | 16 |
| 3 | wool delain, 60, 60 | 36 | |
| 3 | challi, 109², 35 | 38 | 42 |
| 1 | fouland, 31, 35 | 11 | 08 |
| 2 | C. jeans, 83², 30 | 25 | 05 |
| 2 | York cottonade, 85, 52 | 14 | 76 |
| 2 | Gerard " 108, 28 | 30 | 38 |
| 1 | Ripke " 38, 55 | 21 | 18 |
| 1 | " " 37, 60 | 22 | 20 |
| 1 | linen duck, 36, 45 | 16 | 20 |
| | | $1,387 | 06 |
| 1 | Blay linen, 27, 55 | 14 | 85 |
| 1 | Spanish " 36, 50 | 18 | |
| 3 | plaid " 19, 35 | 67 | 38 |
| | 1 N. C. King, 47, 55 | 26 | 27 |
| 105 | 1 N. C. King, 42, 40 | 16 | 80 |
| | 1 denim, 69, 25 | 17 | 25 |
| 1 | Argyle crash, 25, 25 | 6 | 25 |
| 1 | bro. " 25, 20 | 5 | 00 |
| 1 | paper cambric, 40, 25 | 10 | 00 |
| 2 | " " 90, 20 | 18 | 05 |
| 1 | slate " 36, 20 | 7 | 30 |
| 2 | p's Holder blea. muslin, 99, 16 | 15 | 99 |
| 2 | " Ballon, ¾ " 92, 27 | 25 | 51 |
| 2 | " ¾ " 94, 33½ | 31 | 41 |

| | | | |
|---|---|---|---|
| 2 | " fountain " 108, 33½ | 35 | 41 |
| 2 | Bristol " 78, 21 | 16 | 38 |
| 2 | linen finish " 88, 40 | 36 | 50 |
| 2 | Red Bank " 106, 27 | 29 | 70 |
| 1 | C. jeans, 41, 33½ | 13 | 84 |
| 1 | Glob drilling, 44, 35 | 15 | 49 |
| 2 | p. Portsmuth f B. muslin, 84, 22 | 19 | 08 |
| 1 | " f B. " 88, 40 | 15 | 30 |
| 1 | " Clarion " 42, 18 | 17 | 56 |
| 1 | " Appleton " 42, 20 | 8 | 55 |
| 1 | " Pacific A, " 42, 25 | 10 | 68 |
| 1 | Ellerson " 44, 31½ | 13 | 90 |
| 3 | Tennessee " 96, 35 | 34 | 57 |
| 3 | Bay State " 110, 35 | 38 | 68 |
| 1 | vail brage " 21, 75 | 15 | 94 |
| 1 | diaper, 44, 75 | 33 | 38 |
| 1 | Irish linen, 27, 1 00 | 27 | 00 |
| | 1 " 28, 80 | 22 | 40 |
| | 1 elastic | 2 | 5 |
| 198 | 5 m'ng ribbon, 2 00 | 10 | 00 |
| | point, 1 50 | 3 | 00 |
| 2 | | | 75 |
| 1 | ruffling | | 85 |
| 1 | " | 2 | 00 |
| 1 | doz. bead | 1 | 25 |
| 1 | " 2 50 | 1 | 50 |
| 1 | " 3 00 | 3 | 20 |
| 4 | crocket, 80 | | 80 |
| 1 | " | | |
| | | $2,084 | 26 |
| 2 | doz. col'd crocket, 60 | 1 | 20 |
| 2 | " 70 | 1 | 40 |
| 6 | " cord, 65 | 3 | 90 |
| 3 | " wh. rubber tape, 60 | 1 | 80 |
| 1 | " bl'k | | 75 |
| 1 | " belts | 6 | 00 |
| 1 | " " | 5 | 00 |
| 1 | " pencils | | 85 |
| 1 | " " | | 75 |
| 1 | " neck-ties | 3 | 00 |
| 1 | " " | 4 | 50 |
| 1 | lin. h'dk'fs | 5 | 00 |
| 1 | " | 4 | 25 |
| 1 | " | 3 | 50 |
| 1 | " | 2 | 75 |
| 1 | " | 2 | 35 |
| 1 | " | 2 | 50 |
| | 2 " 5 00 | 10 | 00 |
| 107 | 1 H. nets | 2 | 25 |
| | 1 " | 10 | 00 |
| 1 | L. C. fronts | 7 | 50 |
| 1 | " | 5 | 50 |
| 1 | suspenders | 5 | 50 |
| 2 | " 7 50 | 15 | 00 |
| 3 | combs, 1 85 | 3 | 70 |
| 1 | " | 2 | 80 |

| | | | |
|---|---|---|---|
| 3 | fine | " 75 | 2 25 |
| 3 | back | " 60 | 1 20 |
| 2 | " | " 1 25 | 2 50 |
| 2 | round | " 2 75 | 5 50 |
| 2 | col'd gloves, | 2 00 | 4 00 |
| 1 | | " | 3 00 |
| 1 | gloves | | 10 50 |
| 1 | " | | 7 00 |
| 1 | " | | 5 50 |
| 1 | " | | 6 50 |
| 3 | silk braid, | 1 10 | 3 30 |
| 1 | child's hose | | 1 75 |
| 2 | ladies' | " 3 50 | 7 00 |
| 2 | " | " 4 25 | 8 50 |
| 2 | " | " 6 00 | 12 00 |
| 2 | ½ " | " 3 50 | 7 00 |
| 2 | " | " | 8 00 |
| | | | $2,272 20 |
| 2 | Andl's hose, | 3 00 | 6 00 |
| | 1 | " " | 4 50 |
| 108 | 1 | " " | 5 00 |
| | 1 | " " | 3 50 |
| 1 | " | " | 2 25 |
| 1 | " | " | 2 75 |
| 1 | " | " | 3 25 |
| 20 | doz. Vic. thread, | 15 | 3 00 |
| 34 | " G. & D. | " 80 | 27 20 |
| 12 | " Coat's | " 1 10 | 13 20 |
| ½ | gro. pen-handles, | 75 | 35 |
| 1 | " pens, | 75 | 75 |
| 1 | " | " 1 00 | 1 00 |
| 1 | " buttons | | 1 00 |
| 1 | " | " | 2 00 |
| 1 | " | " | 2 00 |
| 1 | " | " | 1 50 |
| 1 | " | " | 1 25 |
| 1 | " buckles | | 1 00 |
| 1 | " hair pins | | 4 00 |
| 1 | hooks & eyes | | 2 25 |
| 1 | pants buttons | | 2 00 |
| ½ | | " 7 00 | 3 50 |
| ½ | | " 6 00 | 3 00 |
| ½ | | " 5 00 | 1 67 |
| 1½ | | " 3 50 | 5 25 |
| ½ | | " 4 50 | 2 25 |
| 1 | C. thread | | 2 25 |
| 1 | " | | 2 00 |
| 1 | " | | 3 00 |
| | 1 | " | 45 50 |
| 109 | 2 wh'bone, | 85 | 1 75 |
| | 2 p'ka pins, | 85 | 1 75 |
| 2 | | " 8 | 1 60 |
| 2 | | " 70 | 1 40 |
| 3 | | " 65 | 1 95 |

| | | |
|---|---|---|
| 6 | lbs. shoe thread, 1 00 | 6 00 |
| 1 | " silk, 10 00 | 5 00 |
| 1 | collars | 2 00 |
| 2 | " 2 75 | 5 50 |
| 2 | " 3 50 | 7 00 |
| 1 | " | 2 50 |
| | | $7,428 92 |
| 1 | M. envelopes, 6 00 | 1 50 |
| 1 | " 6 00 | 3 00 |
| 1 | " 4 50 | 2 25 |
| 2 | R. paper, 4 00 | 2 00 |
| 1 | " 4 00 | 1 00 |
| 1 | " | 5 00 |
| 1 | letter " 5 50 | 2 75 |
| 1 | M. reed C., 2 00 | 4 00 |
| 4 | silk sun shades, 3 00 | 12 00 |
| 4 | " 25 00 | 10 00 |
| 4 | parasols, 2 75 | 11 00 |
| 3 | cotton sun umbrellas, 1 50 | 4 50 |
| 3 | " 1 00 | 3 00 |
| 3 | " 80 | 2 40 |
| 3 | " 70 | 2 10 |
| | 2 m'g fans, 3 00 | 6 00 |
| 120 | 4 willow fans, 1 50 | 6 00 |
| | 4 palm " 75 | 3 00 |
| 12 | misses' hoop skirts, 3, 4; 3, 10; 7, 16—160, 5 | 8 00 |
| 12 | ladies' " 6, 20; 7, 15—225, 5 | 12 38 |
| 28 | wide tapes, 6, 25; 6, 30; 6, 20; 6, 35—660, 6 | 42 90 |
| 4 | cases & cooperage | 8 00 |
| | | $2,582 70 |

(Duplicate bill.)

CINCINNATI, *May* 23, 1865.

Messrs. Francis & Harding, bought of A. Ackerland & Co., No. 109 Pearl street, bet. Race and Vine:

| | |
|---|---|
| To m'd'se | 58 50 |

(Duplicate.)

CINCINNATI, *May* 23, 1865.

Messrs. Francis and Harding, bought of Stall & McMeekin, wholesale tin and sheet-iron manufacturers, No. 40 Second street, one door west of Walnut:

| | |
|---|---|
| Merchandise, as per invoices | 51 41 |

(Duplicate.)

121 CINCINNATI, *August* 14, 1865.

Mr. John R. Francis, Aberdeen, Miss., bought of R. McReddy

& Co., wholesale druggists, northeast corner of Columbia and Walnut streets:

| | | |
|---|---|---|
| 2 bbls. Monongahela whiskey, 43, 40—83, 2 50 | | 207 50 |
| Drayage | | 35 |
| | | $207 85 |

(Duplicate.)

DECEMBER 2, 1865.

| | |
|---|---|
| 3 b'r's snuff, 10 25 | 30 75 |
| 1 " chocolate, 12 65 | 7 80 |
| | 38 55 |

(Duplicate.)

JULY 8, 1865.

| | | | |
|---|---|---|---|
| 1 bbl. coal oil, 44°—1=43°, 70 | | | 30 45 |
| 1 d'z. mag. tablet, l'g | | | 1 50 |
| 2 " do. do. snt, 85 | | | 1 70 |
| 1 " Harrison's do | | | 1 75 |
| 1 " handk'f ext's | | | 2 00 |
| 1 " cocoa oil, small | | | 2 75 |
| 1 " bear's do | | | 2 50 |
| 1 keg, 1 50, sherry wine, 10 gall., 3 25 | | | 34 00 |
| 2 panes, 23 x 30, D. S. & Br'l | | | 50 |
| Box & strapping | | | 65 |
| | | | $77 60 |

(Duplicate.)

SEPTEMBER 29, 1865.

| | | | | |
|---|---|---|---|---|
| 1 box, pack., snuff | | | 10 25 | |
| 2 " bot., do. 2 75 | | | 41 50 | |
| 10 " bats twine, 50 | | | 5 00 | 5 00 |
| 112 3 b'dles wrap. paper, small, 70 | | | 4 50 | 4 50 |
| 5 " do. do. med., 1 35 | | | 6 75 | 6 75 |
| 3 " do. do. l'g., 1 80 | | | 5 40 | 5 40 |
| 2 b'x's, 50c., Burnett's soap, 1 20, 15 | | | 18 50 | |
| 10 gall's coal oil, can, 1 40, 75 | | | 8 90 | |
| 3 doz. pink saucers, 1 00 | | | 3 00 | |
| 2 " extracts, 1 20 | | | 2 40 | |
| 1 " Q. & C. extracts, musk | | | 2 00 | |
| 1 " slipper rose oil | | | 1 40 | |
| 1 " do. bear's do. | | | 1 40 | |
| 1 " do. cologne | | | 1 40 | |
| 1 " ½-size N. B. cereus, 3 50 | | | 1 75 | |
| 1 " ½ " W. P. lilly, 3 50 | | | 1 75 | |
| 1 " ½ " lilly japan, 3 50 | | | 1 75 | |
| 1 " ½ " Knights' temp., 3 50 | | | 1 75 | |
| 4 doz. Mason's blacking, 1 00 | | | 4 00 | |
| 4 " do. do. small, 50 | | | 2 00 | |
| 20 " gr'd ginger, 30 | | | 6 00 | |
| 10 " race do. 27 | | | 2 90 | |
| 20 M. GD. caps, 50 | | | 10 00 | |
| 4 doz. 20 ink, 65 | | | 2 60 | |

| | | |
|---|---|---|
| 1 case fish matches | 3 50 | |
| 2 Fghts, 24 x 36, D. S., 3 25 | 6 50 | 6 50 |
| | | 28 65 |
| Box & keg | 2 40 | |
| | | 164 30 |
| | | $493 30 |

(Duplicate.)

113 CINCINNATI, *Sept.* 29, 1865.

Mr. John R. Francis, bought of Chambers, Stevens & Co., importers and wholesale dealers in foreign and domestic dry goods, Nos. 110 & 112 Pearl street, N.E. cor. of Race:

| | |
|---|---|
| 1 doz. corsetts | 15 00 |
| 1 " brage, 16, 75 | 12 19 |
| 1 muslin, 43, 30 | 12 98 |
| | $40 17 |

DEC. 1, 1865.

| | |
|---|---|
| 1 gro. pants buttons | 2 00 |
| 1 " " " | 1 75 |
| ½ doz. hoods, 18 00 | 4 50 |
| ½ " gloves, 30 00 | 7 50 |
| 1 " gantlets | 20 00 |
| 1 " h'dk'fs | 4 00 |
| 4 p's liming muslin, 174, 27 | 47 25 |
| Case & coops | 1 40 |
| 3 drayages | 1 50 |
| Box & coops | 85 |
| | $91 25 |

(Duplicate.)

OCT. 5, 1865.

| | |
|---|---|
| Insurance | 90 00 |
| Drayage | 2 50 |
| | $92 50 |

(Duplicate.)

114 DEC. 5, 1865.

| | |
|---|---|
| Insurance | $30 00 |

JULY 7, 1865.

| | |
|---|---|
| 6 dz. fans, 3 00 | 18 00 |
| 6 dz. " 1 50 | 9 00 |
| 1 " gent's kidd gloves | 24 00 |
| 10 " s'k braid, 3 00 | 30 00 |
| 3 " worsted " 85 | 2 55 |

| | | | |
|---|---|---|---|
| 3 | " linen " 85 | | 2 55 |
| 12 | " crocket " 60 | | 7 20 |
| 6 | " col'd " 75 | | 4 50 |
| 2 | " H. netts, 12 00 | | 24 00 |
| 1½ | " bl'k worst. braid, 2 75 | | 4 13 |
| 4 | " silk, 1 25 | | 5 00 |
| 1 | " " | | 18 00 |
| 1 | " belts | | 6 00 |
| 3 | " bugle trimings, 1 50 | | 4 50 |
| 1 | " corsett springs | | 1 75 |
| 1 | " " | | 1 25 |
| 3 | " shuttles, 1 00 | | 3 00 |
| 4 | " crocket h'ndles, 40 | | 1 60 |
| 2 | box soaps, 1 50 | | 3 00 |
| 2 | " " 1 75 | | 3 50 |
| 11 | ds. s'k braid, 1 00 | | 11 00 |
| 2 | C. jeans, 78², 30 | | 23 64 |
| 6 | box cord, 25 | | 1 50 |
| | 3 ps. trimming, 1 00 | | 3 00 |
| 115 | 4 doz. linen rem't, 1 75 | | 7 00 |
| | 2 " ruffleing, 75 | | 1 50 |
| 2 | " 85 | | 1 70 |
| 2 | " 90 | | 1 80 |
| 4 | trimming, 40 | | 1 60 |
| 3 | " " 1 25 | | 3 75 |
| 1 | " " | | 2 00 |
| 1 | buttons | | 3 00 |
| 1 | edging, 9 dz., 50 | | 4 50 |
| 1 | " 24, 30 | | 7 20 |
| 1 | " 24, 45 | | 10 80 |
| | | | $1305 27 |

SEPTEMBER 7, 1869.

| | | |
|---|---|---|
| 24 | hoop skirts, 30 springs, 720, 07 | 80 40 |
| 60 | " " 12, 16; 12, 14; 12, 12; 12, 10; 12, 6—696, 5. | 34 80 |
| 24 | " " 20, 480, 5 | 26 40 |
| 6 | shawls, 8 00 | 48 00 |
| 6 | Balmorals, 7 50 | 45 00 |
| 12 | " 4 00 | 48 00 |
| 3 | p's. canbrick, 1 31, 2 | 23 75 |
| 1 | " 7-4 sheeting, 37½, 1 25 | 46 88 |
| 1 | " " " 38, 1 25 | 48 13 |
| 1 | " 6-4 " 37, 80 | 29 60 |
| 1 | " blea " 44, 60 | 26 85 |
| 2 | " " " 108, 45 | 48 60 |
| 1 | " " " 38, 32 | 12 81 |
| 1 | " drilling, 37, 42 | 15 54 |
| | 3 " F. B. muslin 122, 35 | 42 66 |
| 116 | 3 " light " 143, 23 | 32 36 |
| | 3 " bro. ⅞ " 118, 35 | 41 30 |
| 1 | " Melton cloth, 30, 135 | 41 18 |
| 1 | " jeans, 48, 105 | 50 67 |
| 1 | " satinett, 28, 110 | 30 15 |
| 1 | " " 23, 120 | 28 20 |

| | | |
|---|---|---|
| 1 " cassimere, 33, 52 | | 17 46 |
| 1 " " 46, 45 | | 21 03 |
| 1 " " 35, 65 | | 22 75 |
| 1 " jeans, 41, 65 | | 26 81 |
| 1 " cassimere, 37, 1 00 | | 37 25 |
| 2 " jeans, 75, 50 | | 37 88 |
| 1 " cloth, 23, 3 75 | | 89 07 |
| 5 " nigger plaid, 343, 40 | | 137 49 |
| 1 " flannel, 31, 60 | | 18 75 |
| 1 " " 56, 65 | | 36 73 |
| 1 " linsey, 58, 37 | | 21 75 |
| 1 " " 33, 50 | | 16 88 |
| 1 " " 65, 75 | | 48 94 |
| 1 " dimet flanel, 38, 65 | | 25 03 |
| | | $1,375 57 |
| 1 " red flannel, 76, 50 | | 13 |
| 1 " white " 25, 50 | | 15 38 |
| 1 " " 76, 60 | | 16 05 |
| 1 " yellow " 27, 60 | | 16 65 |
| 1 " red " 29, 60 | | 17 55 |
| 1 " Canton " 84, 40 | | 33 80 |
| 1 " " 39, 60 | | 23 40 |
| 117 1 " " 48, 55 | | 76 82 |
| 1 " bro. " 43, 50 | | 21 50 |
| 1 " " 33, 55 | | 18 15 |
| 1 velvet 23, 85 | | 19 55 |
| 1 dress goods, 47, 55 | | 76 77 |
| 1 " " 43½, 55 | | 23 88 |
| 1 " " 52½, 55 | | 28 95 |
| 1 " " 51½, 50 | | 25 68 |
| 1 shep. plaid 59, 70 | | 49 30 |
| 2 assor. prints, 105, 45 | | 47 25 |
| 1 figured delain, 38, 40 | | 15 40 |
| 1 amalin, 38, 45 | | 17 21 |
| 6 delain, 219, 37 | | 89 23 |
| 4 plaid " 148½, 40 | | 59 40 |
| 13 fancy prints, 128, 25 | | 32 06 |
| 8 " " 324, 27 | | 89 17 |
| 1 f'cy " 46, 30 | | 13 95 |
| 1 ruby " 45, 30 | | 13 50 |
| 1 plaid " 45, 31 | | 13 26 |
| 4 cases & coop, | | 10 00 |
| 3 muslin to fill, 116, 35 | | 40 26 |
| | | $2,338 15 |

(Duplicate bill.)

JULY 6, 1865.

| | |
|---|---|
| 2 emb'd goods, 100, 60 | 60 00 |
| 1 linen, 29, 1 25 | 36 25 |
| 1 " 28, 1 00 | 28 00 |
| 118 1 linen, 23, 85 | 23 05 |
| 1 bl'k net, 15, 1 00 | 15 00 |
| 1 [illegible], 16, 45 | 7 45 |
| 6 [illegible] book, 49, 65 | 26 09 |

| | | | |
|---|---|---|---|
| 1 | Swiss, 20, 75 | | 15 00 |
| 2 | " 40, 85 | | 34 00 |
| 2 | dot. Swiss, 20, 60 | | 12 00 |
| 1 | u. c. lawn, 20, 70 | | 14 00 |
| 1 | nansook, 20, 70 | | 14 00 |
| 1 | jaconet, 20, 75 | | 15 00 |
| 1 | " 20, 65 | | 13 00 |
| 1 | " 20, 60 | | 12 00 |
| 2 | plain " 40, 80 | | 32 00 |
| 1 | cord " 20, 80 | | 16 00 |
| 1 | brilliant, 26, 75 | | 19 50 |
| 1 | cambric, 20, 75 | | 15 00 |
| 1 | dress goods, 55, 62 | | 36 56 |
| 1 | grenadine, 58, 75 | | 43 88 |
| 1 | victory cloth, 52, 50 | | 26 38 |
| 1 | plaid dress goods, 52, 50 | | 26 25 |
| 1 | gingham, 41, 55 | | 22 84 |
| 2 | lawn, 101, 60 | | 60 60 |
| 2 | poplin, 105, 70 | | 73 50 |
| 36 | miss. hoop-skirts, 12, 6; 12, 10; 12, 14—360, 4 | | 16 20 |
| 24 | lad. " " 12, 25; 12, 30—660, 5 | | 33 30 |
| 12 | lad. " " 12, 30—360, 6 | | 23 40 |
| 6 | triming, 1 50 | | 9 00 |
| | 2 dz. bord. cot. h'dk'fs, 3 00 | | 6 00 |
| 119 | 1 " cot. " " | | 4 00 |
| | 1 " " " " | | 3 50 |
| 2 | " " " " 4 50 | | 9 00 |
| 1 | elastic | | 2 50 |
| 3 | bugle triming, 4 50 | | 13 50 |
| | | | $867 72 |
| 1 | gro. hair pins | | |
| 1 | " ruber coat buttons | | 3 00 |
| 1 | " " " " | | 3 00 |
| 2 | doz. stay bried, 1 15 | | 2 30 |
| 1 | " kid gloves, 18 00 | | 7 50 |
| 1 | " " " 20 00 | | 10 00 |
| 1 | " gantlett, 28 00 | | 14 00 |
| 1 | " b'skin gloves | | 9 00 |
| 2 | " side combs, 1 50 | | 3 00 |
| 2 | " " " 2 50 | | 5 00 |
| 1 | " pocket " | | 00 |
| 1 | " " " | | 75 |
| 2 | " ivory " 4 00 | | 8 00 |
| 2 | " " " 5 50 | | 11 00 |
| 1 | " rubber pr'd, 9 " | | 2 00 |
| 1 | " " " " | | 3 00 |
| 1 | " " " " 3 50 | | 7 00 |
| 1 | " pra. round " | | 7 50 |
| 6 | " back " 1 25 | | 7 50 |
| 3 | " f'cy " " 2 00 | | 6 00 |
| 12 | " " " " 75 | | 9 00 |
| | 1 gro. elastic buckles | | 5 00 |
| 120 | 11 dz. spool cotton, 1 00 | | 11 00 |
| | 1 " f'cy shirt collar, 3 00 | | 3 00 |
| 2 | " " " " 2 00 | | 4 00 |

| | | |
|---|---|---|
| 1 " " " " | | 2 50 |
| 2 " linen h'dk'fs, 5 00 | | 10 00 |
| 1 " hemstitch " | | 10 00 |
| 1 " " " | | 6 00 |
| 1 " gent's | | 15 00 |
| 1 hem'd collar | | 2 00 |
| 1 " enamel " | | 2 50 |
| 1 " paper " | | 2 00 |
| 1 " " " | | 3 50 |
| Case & coop | | 2 25 |
| | | $1,106 62 |

July 8, 1865.

| | |
|---|---|
| 3 fig. jaconet, 63,60 | 37 80 |
| 3 lawn, 149,60 | 89 40 |
| 1 nankin, 44,50 | 22 00 |
| 2 cambray, 64,47 | 30 40 |
| 2 blue, 62,45 | 28 12 |
| 2 buff, 63,40 | 25 20 |
| 1 Spanish linen, 34,45 | 15 25 |
| 1 " " 34,45 | 15 30 |
| 1 belt ribbon | 3 00 |
| 4 " " 1 75 | 7 00 |
| 4 satin " as they are, 60 | 2 40 |
| 2 fancy, 75 | 1 50 |
| 1 elastics | 3 00 |
| 121 1½ dz. corsetts, 18 00 | 27 00 |
| 1 " ½-hose | 6 30 |
| 1 ream paper | 4 00 |
| 1 cap paper | 4 50 |
| 1 gro. buttons | 1 20 |
| 1 " " | 1 25 |
| 1 " " | 1 25 |
| 2 " " 1 50 | 3 00 |
| 1 belt ribbon | 5 50 |
| 3 p's bro. muslin to fill, 128,31 | 39 66 |
| Case and coops | 2 50 |
| | $389 76 |

(Duplicate.)

Sept 28, 1865.

| | |
|---|---|
| 5 A cotton, 2 75 | 11 25 |
| 5 doz. beads, 2 00 | 10 00 |
| 1 " " | 75 |
| 4 " rail beads, 4 00 | 16 00 |
| 2 fancy crocket, 2 50 | 5 00 |
| 6 white " 50 | 3 00 |
| 22 linen " 85 | 44 20 |
| 20 worsted " 80 | 20 80 |
| 8 plain " 1 25 | 10 00 |
| 3 fancy colored " 1 25 | 3 75 |
| 1 doz. gloves, (1 doll,) 18 00 | 9 00 |
| 1 M. gun caps, 60 | 1 20 |

| | | | |
|---|---|---|---|
| | 1 d'z neckties | | 4 50 |
| 122 | 3 doz. neckties, (No. delivered,) 4 75 | | 14 25 |
| | ½ " vailes, 12 00 | | 6 00 |
| 18 p. | taffita rib, 2, 60 | | 10 80 |
| 9 " | " " 4, 1 00 | | 9 00 |
| 15 " | " " 6, 1 50 | | 23 80 |
| 5 " | " " 9, 2 25 | | 11 25 |
| 3 " | " " 12, 2 50 | | 7 50 |
| 2 " | cord, 3 50 | | 7 00 |
| 4 " | " 3 50 | | 14 00 |
| 5 | belting, 3 25 | | 16 25 |
| 1 | " | | 4 00 |
| 3 | trim'g rib, 3 00 | | 9 00 |
| 1 | " " | | 3 00 |
| 1 | " " | | 3 00 |
| 1 | violet " | | 1 25 |
| 1 | " " | | 1 50 |
| 1 | " " | | 6 00 |
| 1 | " " | | 6 00 |
| 2 | collars, 1 25 | | 2 50 |
| 2 | lace collars, 75 | | 1 50 |
| 3 | " " 40 | | 1 20 |
| 5 | lad. " 30 | | 1 50 |
| 5 | " " 25 | | 1 25 |
| | | | $208 70 |
| 6 | ladies' collars, 20 | | 1 20 |
| 12 | pencils, 1 25 | | 15 00 |
| 12 | dz. pencils, 75 | | 9 00 |
| | 1 " soap | | 1 50 |
| 123 | 2 " " 75 | | 1 50 |
| | 1 " shawl pins | | 75 |
| 1 " | " " | | 1 25 |
| 6 " | tassels, 1 25 | | 7 50 |
| 6 " | cord, 50 | | 3 00 |
| 3 " | white cord, 50 | | 1 50 |
| 3 " | tape, 75 | | 2 25 |
| 2 | pks. wire ribbon, 65 | | 1 30 |
| 3 | M. shoe thred, 1 50 | | 4 50 |
| 2 | gro. pins, 1 00 | | 2 00 |
| 4 " | buttons | | 1 35 |
| 2 " | " 1 50 | | 3 00 |
| 1 " | wht. " 60 | | 60 |
| 2 " | magenta " 1 25 | | 2 50 |
| 1 " | " " | | 2 00 |
| 3 " | f'cy center " 3 50 | | 2 34 |
| 1 " | " " 4 25 | | 1 42 |
| 1 " | " " | | 5 00 |
| 1 " | f'cy agate " | | 3 50 |
| 2 " | dress " 60 | | 1 20 |
| 1 " | " " | | 1 00 |
| 6 dz. | linen tape, 50 | | 3 00 |
| 4 " | " " 40 | | 1 60 |
| 2 " | " " 45 | | 0 90 |
| 16 " | victory spools, 12 | | 2 00 |

| | | | |
|---|---|---|---|
| 24 | " " " 1 00 | | 24 00 |
| 12 | fcy back comb, 1 50 | | 18 00 |
| | 1 round " | | 7 00 |
| 124 | 1½ belt buckles, 30 00 | | 4 80 |
| | 2½ C. collars, 2 50 | | 6 25 |
| 24 | " " 3 00 | | 7 50 |
| 60 | bx. " 27 | | 13 75 |
| 80 | " " 20 | | 16 00 |
| 1 | dz. B. pins | | 12 00 |
| 1 | " " " | | 6 00 |
| 4 | " hose, 2 50 | | 8 00 |
| 1 | " H. nets | | 18 00 |
| 1 | " im. buck gloves | | 10 00 |
| 1 | " lad. hose | | 6 00 |
| | | | $534 56 |

| | | | |
|---|---|---|---|
| 1 | dz. lad. hose | | 4 75 |
| 1 | " " " | | 5 00 |
| 1 | " Balm. " | | 7 00 |
| 1 | " blk. " | | 6 50 |
| 2 | " ½-hose, 5 00 | | 10 00 |
| 2 | " ½ " 6 00 | | 12 00 |
| 2 | " misses' rib'd hose, 4 00 | | 8 00 |
| 2 | " H. netts, 9 00 | | 18 00 |
| 2 | " belts, 15 00 | | 30 00 |
| 1 | " hem'd h'dk'fs | | 9 00 |
| 2 | " bord. cotton " 2 50 | | 5 00 |
| 3 | " " " 1 75 | | 5 25 |
| 2 | " cot. " 3 50 | | 7 00 |
| 2 | " " " | | 1 00 |
| | 1 " oil " | | |
| 125 | 1 " " | | 6 50 |
| | 1 " " | | 5 50 |
| 1 | " " | | 4 50 |
| 6 | umbrellas, 2 00 | | 12 00 |
| 6 | " 2 25 | | 13 |
| 6 | " 1 60 | | 9 60 |
| 1 | cape | | 15 00 |
| 1 | dz. shawls | | 25 00 |
| 1 | " Sontags | | 18 00 |
| 1 | " " | | 20 00 |
| 4 | " mitts & capes, 2 50 | | 10 00 |
| 1 | dz. Nubias | | 12 00 |
| 1 | " hoods | | 13 50 |
| 1 | " " | | 15 00 |
| 1 | " scarfs | | 9 00 |
| 1 | " " | | 6 00 |
| 140 | sk. yarn, 11 | | 15 40 |
| 12 | B. shawls, 2 00 | | 24 00 |
| 6 | " 3 50 | | 21 00 |
| 1 | cambrick, 47,33 | | 15 51 |
| | | | $971 07 |

Nov. 30, 1865.

| | | | |
|---|---|---|---|
| 2 | blankets, 7,50 | | 15 00 |
| 3 | Osnaberg, 101,32 | | 32 84 |
| 2 | plaid, 133,40 | | 53 20 |
| 3 | D. goods, 166,45 | | 74 70 |
| 1 | delain, 57,60 | | 34 35 |
| | 2 amaline, 71,35 | | 25 00 |
| 126 | 1 delain, 56,29 | | 16 24 |
| | 3 " 110,30 | | 33 00 |
| 3 | prints, 169,20 | | 33 80 |
| 2 | " 90,24 | | 21 60 |
| 1 | Durnull print, 45,23 | | 10 53 |
| 1 | b. " 47,22 | | 10 34 |
| 3 | Amosk. " 116,23 | | 26 86 |
| 4 | madder " 173,22 | | 39 10 |
| 6 | Schnabe " 364,23 | | 83 90 |
| 1 | linsy, 61,52 | | 32 28 |
| 1 | " 43,60 | | 26 10 |
| 1 | " 56,75 | | 42 00 |
| 1 | flannel, 26,50 | | 13 25 |
| 1 | " 23,67 | | 17 40 |
| 3 | velvet, 1 50 | | 4 50 |
| 1 | cord | | 5 00 |
| 6 | Balmorals, 3 60 | | 21 60 |
| 6 | child's, 2 30 | | 13 80 |
| 1 | jackets | | 28 00 |
| 12 | Balmorals, 3 87 | | 46 50 |
| 1 | da. hand's | | 18 00 |
| 1 | " " | | 20 00 |
| 1 | " Sontags | | 18 00 |
| 1 | " hose | | 1 50 |
| 1 | " " | | 1 65 |
| 1 | " " | | 1 80 |
| 1 | " " | | 2 00 |
| | 1 " blk. " | | 6 50 |
| 127 | 5 " misses " 4 00 | | 20 00 |
| | | | $864 70 |
| 1 | " gloves | | 6 50 |
| 2 | " H. nets, 2 00 | | 4 00 |
| 1 | " earrings, 12 00 | | 6 00 |
| 1 | " B. pins, 12 00 | | 6 00 |
| 9 | " s'k braid, 1 10 | | 9 90 |
| 1 | " s'k braid | | 1 00 |
| 1 | " beads | | 2 50 |
| 2 | " beads, 2 00 | | 4 00 |
| 1 | " " | | 75 |
| 2 | C. collars, 2 75 | | 5 50 |
| 2 | gro. K. pins, 75 | | 1 50 |
| 2 | whalebone, 1 00 | | 2 00 |
| 1 | M. needles | | 2 50 |
| 1 | M. thread | | 2 75 |
| 1 | M. " | | 2 20 |
| 1 | lb. " | | 2 00 |
| 1 | lb. " | | 1 75 |

| | | |
|---|---|---|
| 1 | gro. shoelaces | 2 50 |
| 3 | O. ornaments, 5 50 | 16 50 |
| 1 | " ornaments | 2 00 |
| 2 | " ornaments, 1 75 | 5 50 |
| | Cases | 4 50 |
| | | 956 64 |

(Duplicate bill.)

123 CINCINNATI, *September* 30, 1865.

Mr. J. R. Francis, bought of McMellon, Morris & Little, (terms cash,) No. 37 Pearl street:

| | | | |
|---|---|---|---|
| 24 | p'a | wom'a kid slippers, 1 50 | 27 00 |
| 24 | " | " int. Bals, 2 50 | 60 00 |
| 30 | " | ch'ds p'b'ys, Franklin, 1 10 | 30 30 |
| 25 | " | " morc. anklets, 1 25 | 31 25 |
| 14 | " | " pat. pal. boots, 1 85 | 25 90 |
| 30 | " | miss. int. goat Bals, 1 25 | 37 50 |
| 25 | " | boys' calf brogans, 1 35 | 33 75 |
| 12 | " | men's " boots, 5 00 | 60 00 |
| 12 | " | " kip " 3 50 | 42 00 |
| 12 | " | " Upton " 4 75 | 57 00 |
| 12 | " | ch'd's kip " 1 40 | 16 80 |
| 12 | " | youths', gents' " 1 90 | 22 80 |
| 12 | " | boy split " 2 25 | 27 00 |
| 12 | " | wom's ruber sandals, 1 25 | 15 00 |
| 24 | " | " " over, 1 25 | 30 00 |
| 12 | " | miss. " " 1 00 | 12 00 |
| 12 | " | men's calf boots, 6 50 | 78 00 |
| 24 | " | wom's an. Bals, 1 50 | 36 00 |
| 24 | " | " " " 1 75 | 42 00 |
| 24 | " | " pal. anklets, 2 50 | 60 00 |
| 36 | " | " kid lace, 1 90 | 68 40 |
| 12 | " | " goat Bals., 2 40 | 28 80 |
| | 12 | " " peb. tip " 3 50 | 42 00 |
| 129 | 12 | " " goat Polish, 4 50 | 54 00 |
| | 12 | " " peb. " 2 75 | 33 00 |
| 12 | | " " " calf " 4 25 | 51 00 |
| 12 | | " " " " " 4 00 | 48 00 |
| 60 | | men's split brogans, 1 90 | 114 00 |
| ½ | gro. laces ea. 5 00 & 6 00 | | 5 50 |
| | Stamp'g | | 2 40 |
| | | | $1,192 50 |
| | Copy goods remained | | 64 80 |
| | | | $1,127 70 |

JULY 7, 1865.

| | | | |
|---|---|---|---|
| 36 | p'a | wom'a kid slippers, heel'd, 2 00 | 72 00 |
| 12 | " | miss. lac'ing gaiters, 1 85 | 22 20 |
| 6 | " | men's " Congress, 3 50 | 21 00 |
| 16 | " | " kid slippers, heel'd, 1 40 | 22 40 |

| | | | |
|---|---|---|---|
| 12 | " | ch'd's lasting Cong., 4–10, 1 30 | 15 60 |
| 12 | " | " " " 2–5, 1 60 | 19 20 |
| 12 | " | " fancy Bals, 65 | 7 80 |
| 6 | " | men's calf b'kl. " 4 00 | 24 00 |
| 6 | " | " pat. " " 3 50 | 21 00 |
| 6 | " | " calf " tip, 3 50 | 21 00 |
| 6 | " | " heel'd slippers, 1 40 | 8 40 |
| 6 | " | " goat " 2 00 | 12 00 |
| 6 | " | " plush " 1 30 | 7 80 |
| 6 | " | " opera " 1 50 | 9 00 |
| Strapping | | | 80 |
| | | | $280 70 |

130 DEC. 1, 1865.

| | | | |
|---|---|---|---|
| | | 37 prs. wom's A calf toes, 1 65 | 61 05 |
| 30 | " | " " " 1 50 | 45 00 |
| 33 | " | men's L. & brogans, 2 00 | 66 00 |
| 60 | " | " wax " 1 75 | 105 00 |
| 21 | " | " ch'ld's A calfatee, 85 | 17 85 |
| 21 | " | " " " 90 | 18 90 |
| 21 | " | " " " 1 00 | 21 00 |
| 21 | " | men's buff Bals, 1 40 | 29 40 |
| 20 | " | boys' brogans, 1 25 | 25 00 |
| 12 | " | men's fancy top boots, 4 50 | 54 00 |
| 12 | " | " gents " 3 50 | 42 00 |
| 12 | " | " split " 2 87 | 34 44 |
| 3 | " | trunks, 6 00 | 18 00 |
| Canvasing & strapps | | | 2 25 |
| | | | $530 89 |

CINCINNATI, *Dec. 1st*, 1865.

Mr. J. R. Francis, bought of A. & J. Trounstine & Co., wholesale clothiers and dealers in foreign and domestic dry goods, No. 75, southeast corner of Pearl and Vine streets:

| | | | |
|---|---|---|---|
| 671 | 6 | f'cy sat. coats, 5 25 | 31 50 |
| 712 | 12 | " " " 5 30 | 63 60 |
| 759 | 6 | " " " 5 25 | 31 50 |
| 762 | 4 | cassr., 15 50 | 62 00 |
| | 167 | 6 " " 16 00 | 96 00 |
| 131 | 93 | 4 " " " 16 50 | 66 00 |
| | 775 | 4 seal skin, 17 50 | 70 00 |
| | 92 | 4 " " 10 50 | 42 00 |
| 773 | 12 | sat. coats, 7 75 | 93 00 |
| | 10 | 6 boys, 6 00 | 36 00 |
| 1754 | 12 | sat. pants, 2 25 | 27 00 |
| 1730 | 3 | cass'r delv'd, 7 50 | 22 50 |
| | 1 | beaver coat for self | 15 00 |
| | | Box & coop | 2 75 |
| | | | $[illegible] |

Sept. 30th, 1865.

| | | | |
|---|---|---|---|
| 718 | 6 | b'v'r coats, 18 00 | 108 00 |
| 743 | 6 | " " 17 00 | 102 00 |
| 669 | 3 | " " 15 00 | 45 00 |
| 121 | 6 | sat. suits, 18 00 | 108 00 |
| 671 | 6 | " coats, 5 00 | 30 00 |
| 759 | 6 | " " 5 00 | 30 00 |
| 71 | 6 | " " 9 00 | 54 00 |
| 1964 | 6 | pants & vests, 15 00 | 90 00 |
| 110 | 3 | cass'r suits, 32 00 | 96 00 |
| 1753 | 2 | vests, 3 00 | 6 00 |
| 128 | 6 | pants & vests, 10 00 | 60 00 |
| 665 | 6 | " " 12 00 | 72 00 |
| 1293 | 6 | " " 12 00 | 72 00 |
| 1298 | 6 | " " 13 | 78 00 |
| 1345 | 6 | " " 18 00 | 108 00 |
| 1731 | 6 | check pants, 9 | 54 00 |
| | 1329 | 3 cas'r, 6 00 | 18 00 |
| 132 | 1590 | 3 Un. " 6 00 | 18 00 |
| | 1591 | 3 " " 6 00 | 18 00 |
| 160 | 6 | sat. " 5 00 | 30 00 |
| 1722 | 6 | " " 6 00 | 36 00 |
| 1729 | 6 | " " 7 75 | 46 50 |
| 1612 | 15 | " " 2 25 | 33 75 |
| 1650 | 12 | " " 3 50 | 42 00 |
| 1712 | 6 | pants & vests, 8 00 | 48 00 |
| 1580 | 3 | " " 8 | 24 00 |
| 1594 | 6 | " " 8 | 48 00 |
| 129 | 6 | sat. vests, 2 75 | 16 50 |
| 107 | 6 | " " 2 75 | 16 50 |
| 1479 | 6 | " " 2 75 | 16 50 |
| 1259 | 14 | " " 3 00 | 42 00 |
| 1223 | 6 | silk, 3 00 | 18 00 |
| 1337 | 6 | velvet, 7 00 | 42 00 |
| 1327 | 6 | " 7 00 | 42 00 |
| 1218 | 12 | " 3 | 36 00 |
| | | | $1,729 75 |

(Duplicate bill.)

CINCINNATI, *May* 15, 1866.

Mr. John R. Francis, bought of Joseph S. Hill & Co., queensware & glassware, also wine & brandy bottles, No. 114 West 3rd street, 3 door west of Burrit House:

| | | | |
|---|---|---|---|
| | 25 | sets com., teas, 35 | 8 75 |
| | 24 | d'z C. C. muffins, 7 in., 1 00 | 24 00 |
| 133 | 25 | " " truffers, 8in., 1,15 | 27 60 |
| | 12 | " " plates, 6 in., 85 | 10 20 |
| | 2½ | " " dishes, ½, 2 50; ½, 3 00; ½, 4 00; ½, 5 00; ½, 6 00 | 10 25 |
| B'x 40c., | 6 | " ½ p't gothic tumblers, 90 | 5 80 |
| " 40, | 6 | " " 9-flute do. 1 00 | 6 40 |
| " 38, | 6 | " goblets, assorted, 3 50 | 21 50 |
| | 1 | " Renfrew celery | 65 |

| | | | |
|---|---|---|---|
| 3 | " | 6-flute, gill, bar tumblers, 1 50 | 3 75 |
| ½ | " | C. C. teapots, 5 50 | 2 75 |
| 1 | " | toy mugs | 1 00 |
| 2 | " | marble-stand lamps B, 1 00 | 2 00 |
| 2 | " | wicks, 15c. | 30 |
| 2 | " | C. C. pitchers, 1, 6 00; 1, 3 50 | 9 50 |
| 2 paper shades & sholders | | | |
| Package, 1 00; drayage, 35 | | | 1 35 |
| | | | $136 32 |

(Duplicate bill.)

CINCINNATI, *Sept.* 29, 1865.

Mr. J. R. Fracis, bought of Applegate & Co.:

| | | | |
|---|---|---|---|
| 1 | gro. El. Spel | | 19 20 |
| 8 | dz. Talbot's Arith., 2 40 | | 19 20 |
| 1 | gro. priners | | 4 50 |
| 1 | " " | | 6 00 |
| 1 | " " | | 7 50 |
| 1 | " " | | 12 00 |
| | 12 gro. ea. new 1st R'd's, 1 80 | | 21 60 |
| 134 | 6 dz. pass-books, 1 00 | | 6 00 |
| | 6 " " " 1 50 | | 9 00 |
| 3 | dz. tack mems., 1 50 | | 4 50 |
| 1 | " do. 2 65 | | 2 65 |
| 1 | " 800-order books | | 1 80 |
| 2 | " 9 x 13 slates, 3 00 | | 6 00 |
| 2 | " 8 x 12 " 2 60 | | 5 20 |
| 1 | S. pencils | | 40 |
| 1 | A. " | | 80 |
| 1 | C. " | | 60 |
| 1 | dz. visiting cards | | 3 00 |
| 1 | " " " | | 3 50 |
| 1 | " " " | | 5 00 |
| ¼ | " envel. oobs, 4 25 | | 1 06 |
| ½ | " do ossy, 5 00 | | 2 50 |
| ½ | " do N. 3, 6 00 | | 1 63 |
| Box & drayage | | | 1 75 |
| | | | $145 09 |

(Duplicate bill.)

CINCINNATI, *May* 23, 1866.

Mrs. J. C. Stone, bought of Chas. C. Doherty & Co., importers and jobbers of silk, straw, millinery, and fancy goods, trimmings, &c.:

| | | | | |
|---|---|---|---|---|
| 1 | 1 | white Florrence & satin bonnet | | 2 00 |
| 2 | 1 | " Milan | | 1 65 |
| | 3 | 1 " penal | | 1 65 |
| 135 | 4 | 1 " " bruno | | 1 13 |
| | 5 | 2 " Fey bruane, 1 12½ | | 2 25 |
| 1 | ¼ | dz. illusion frames, 9 00 | | 4 50 |
| 2 | ¼ | " " " 7 50 | | 1 87 |
| 3 | ¼ | " ¼-lace " 5 50 | | 1 38 |
| | ¼ | " buckram-cap " 5 00 | | 1 67 |

| | | | |
|---|---|---|---|
| 1 | 3 | white pearl standards, 1 65 | 4 95 |
| 2 | 3 | " " Victorias, 1 65 | 4 95 |
| 3 | 3 | " Carter operas, 1 62½ | 3 87 |
| 4 | 3 | " penal caps, 2 00 | 6 00 |
| 5 | 3 | " " " 1 65 | 4 95 |
| 6 | 3 | bl'k satin standards, 1 50 | 4 50 |
| 7 | 3 | " " " 1 25 | 3 75 |
| 8 | 4 | " pearl " 1 12½ | 3 38 |
| 9 | 6 | white cotton Victoria, 1 37 | 8 25 |
| 10 | 3 | " Milan caps, 1 25 | 3 75 |
| 11 | 3 | brown Canton standard, 1 00 | 3 00 |
| | 4 | p'c's gros D nap silk, 12 in., 1 00 | 12 00 |
| | 1 | " white stiff nett, 21, 16 | 3 36 |
| | 1 | " silk illusion 17½, 30 | 5 25 |
| 8374 | 1 | " jaunet bind, 5 y, 40 | 2 00 |
| | 1 | " black blond lace, 36 yd. 18 | 6 48 |
| | 2 | strings large black beades, 50 | 1 00 |
| 1 | ½ | dz. ornaments, 4 00 | 2 00 |
| 2 | ½ | " " 4 00 | 2 00 |
| 3 | 1 | " " | 1 00 |
| 4 | 1 | " " | 50 |
| 5 | 1 | " " | 75 |
| 136 | | 2 pr. wire chenelle, 50 | 1 00 |
| | | 2 " bl'k elastic, 55 | 1 10 |
| | 1 | " white " | 40 |
| | 1 | " bl'k elastic cord, 3 dz., 40 | 1 20 |
| 12 | 2 | " laffotta ribbon, 2 50 | 5 00 |
| 9 | 2 | " " " 2 00 | 4 00 |
| 6 | 2 | pr. bl'k and white satin ribbon, 1 50 | 3 00 |
| 4 | 1 | " " " " " " | 1 25 |
| 1300 | 2 | " bonnet ribbon, 6 50 | 13 00 |
| 950 | 1 | " " " | 4 75 |
| 500 | 3 | " " " 2 50 | 7 50 |
| 600 | 5 | " " " 3 00 | 15 00 |
| | 1 | box white ruches | 2 50 |
| 270 | 1 | " Am. flowers | 1 50 |
| 1 | 4 | bunches French flowers, 75 | 3 00 |
| 2 | 3 | " " " 1 00 | 3 00 |
| 3 | 6 | " " " 1 50 | 9 00 |
| 4 | 3 | " " " 1 75 | 5 25 |
| | 4 | feather pompons, 50 | 2 00 |
| | 1 | bunch black feathers | 1 5 |
| | 3 | long black plumes, 75 | 2 25 |
| | | Case | 75 |
| | | | $193 24 |
| | 1 | brown L'ghorn flannelly | 1 00 |
| | 1 | dz. willow turbans | 2 50 |
| | 1 | " " hoods | 2 50 |
| | 3 | black straw turbans, 1 25 | 3 75 |
| 1200 | 1 | pc. bonnett ribbon | 6 00 |
| 1000 | 1 | " " " | 5 00 |
| 137 | 1 | pack pins | 70 |
| | ½ | pack needles, 4 00 | 1 00 |
| | | | $217 69 |

(Duplicate bill.)

CINCINNATI, *July* 8, 1865.

Mr. J. R. Fracis, bought of A. Ackerland & Co., No. 109 Pearl street, between Race & Vine:

To mdse..... 136 50

(Duplicate bill.)

CINCINNATI, *Sept.*, 1865.

Mr. John R. Francis, bought of F. Schultze & Co., importers and wholesale dealers in French porcelian, foreign *glassware*, fancy goods, and toys, No. 127 Main street, between Third and Fourth:

| | | | | |
|---|---|---|---|---|
| 5 | 0 | 1 dz. linen dolls..... | | 85 |
| 2 | 0 | 1 " " " ..... | | 1 35 |
| | | 3 " black finger-rings, W. P., 75..... | | 2 25 |
| | | 3 " red " " " 75..... | | 2 25 |
| | | 1½ " ass. gilt sets ear-rings, 3 75..... | | 5 63 |
| | | 1 " " finger " ..... | | 1 00 |
| | | 2 " " " " 45..... | | 90 |
| | | 1 box crocket needles..... | | 1 50 |
| | | 3 1 dz. gilt finger-rings..... | | 1 00 |
| 138 | | 632½ 1 " ladies' portemonnaies..... | | 6 00 |
| | | 602 1 " " " ..... | | 6 00 |
| 289 | | 1 " pocket-books ..... | | 7 50 |
| 245 | | ½ " do. 8 50..... | | 4 25 |
| | 0 | 200 glass marbles, 1 00..... | | 2 00 |
| | 1 | 200 " " 1 25..... | | 2 50 |
| | 1 | 100 china white marbles..... | | 50 |
| | 0 | 100 " p'f'd do. ..... | | 20 |
| | 1 | 100 " " do. ..... | | 35 |
| | 1 | 100 " " do. ..... | | 1 50 |
| | 0 | 1 dz. ch. L dolls..... | | 3 00 |
| 3 | 0 | 1 " " " do ..... | | 2 25 |
| 5 | 0 | 1 " " " do ..... | | 1 85 |
| 7 | 0 | 1 " " " do ..... | | 1 85 |
| 9 | 0 | 1 " " " do ..... | | 1 00 |
| | 3 | 1 " " babies..... | | 1 15 |
| | 2 | 1 " " do. ..... | | 85 |
| | 1 | 1 " " do. ..... | | 75 |
| 0 | 2 | 1 " " do. ..... | | 60 |
| | 0 | 1 " " do. ..... | | 35 |
| 2 | 0 | 1 " " do. ..... | | 45 |
| 3 | 0 | 2 " " do. 37½..... | | 75 |
| | 2 | 1 " " do. ..... | | 1 15 |
| | 1 | 1 " " do. ..... | | 95 |
| | 0 | 1 " " do. ..... | | 65 |
| 3 | 0 | 1 " " do. ..... | | 45 |
| | | | | 965 15 |
| 139 | | 1 China soup tureen..... | | 6 00 |
| | | 2 " cov'd dishes, 2 25..... | | 4 50 |
| | | 1 salad bowl..... | | 1 25 |
| | | 1 " " ..... | | 1 00 |
| | | 1 gravy tureen..... | | 2 25 |
| | | 1 sauce boat..... | | 2 25 |

| | | |
|---|---|---|
| 9" | 2 oval dishes, 60 | 1 20 |
| 10" | 2 " " 80 | 1 60 |
| 14" | 2 " " 2 25 | 4 50 |
| 16" | 1 " " | 3 25 |
| 18" | 1 " " | 5 00 |
| 8½ | 2 dz. flat dinner plates, 4 00 | 8 00 |
| 8½ | 1½ " deep soup do., 4 | 6 00 |
| 6½ | 1 " breakfast do | 3 00 |
| | 2 China butters, 1 50 | 3 00 |
| | 2 " pickles, 25 | 50 |
| | 2 " fruit baskets, 2 | 4 |
| | 1 " bake | 1 20 |
| | 1 " | 75 |
| | 1 " mustard tureen | 75 |
| | 1 molasses jug | 1 00 |
| | 1 water pitcher | 3 25 |
| | 1 tea set, 44 p'ces | 12 50 |
| | Box & drayage | 2 57 |
| | | $145 00 |

140 CINCINNATI, *Dec. 1st*, 1865.

Mr. J. R. Francis, bought of Dickson, Price & Bishop, wholesale dealers in hats, caps, ladies' furs, and straw goods, No. 102 & 104 Pearl street, north side, between Vine & Race:

| | | |
|---|---|---|
| 2 da. | men's bl'k wol, 13 50 | 27 00 |
| 1 " | " " planters', 16 00 | 16 00 |
| 2 " | " " Sax, 3½ deep, 15 00 | 30 00 |
| 1 " | " " " " " 18 00 | 18 00 |
| 1 " | " drab " 17 00 | 17 00 |
| 1 " | " " planters', 21 00 | 10 50 |
| 1 " | boys' bl'k wol, 9 00 | 9 00 |
| 1 " | " " 12 00 | 12 00 |
| 1 " | " blk. hatts, 4 50 | 4 50 |
| Coloring Francis' hat, 1 50 | | 1 50 |
| Cases & sh'ping | | 2 25 |
| | | $147 75 |

MAY 22, 1865.

| | | |
|---|---|---|
| 1 dz. | men's bl'k wol, 10 50 | 10 50 |
| 1 " | " gray " 12 00 | 12 00 |
| 1 " | " pearl " 13 50 | 13 50 |
| 1 " | " nut. " planters', 18 00 | 18 00 |
| 1 " | " bl'k cassm. " 33 00 | 16 50 |
| 1 " | " nut. " " 36 00 | 18 00 |
| 1 " | " bl'k " 4 dep, 36 00 | 18 00 |
| 1 " | " white straw, 16 00 | 16 00 |
| | ½ " " Panama, 33 00 | 16 50 |
| 141 | ½ " bl'k straw, 10 50 | 5 25 |
| | 2 " palm ½ in., ½ in., 5 00 | 5 00 |
| 2 " | boys' ½ in., ½ in., 5 00 | 5 00 |
| Cases & straping | | 2 00 |
| | | $156 25 |

(Duplicate bill.)

SEPT. 30, 1865.

| | | |
|---|---|---|
| 2 | dz. men's bl'k wol, 10 00 | 20 00 |
| 1 | " " nut. " planters', 18 00 | 9 00 |
| 1 | " " " " apens, 16 50 | 18 25 |
| 1 | " " bl'k galaxy, 18 00 | 9 00 |
| 1 | " " light resorte, 21 00 | 10 50 |
| 1 | " ch'd's mixed, 12 00 | 12 00 |
| 1 | " " fancy feathers, 12 00 | 6 00 |
| 1 | " " " Grant, 13 50 | 6 75 |
| 1 | " " med., 15 00 | 7 50 |
| 1 | " " ass't brown, 24 00 | 12 00 |
| 1 | " boys' nut. wol, 9 00 | 9 00 |
| 1 | " bl'k " 12 00 | 6 00 |
| 1 | " men " cass. m'd planter's, 36 00 | 18 00 |
| 1 | " " nutry cass., 36 00 | 18 00 |
| 1 | " " bl'k cass. Prim., 36 00 | 18 00 |
| 5 | " bandboxes, 2 20 | 11 00 |
| Cases and drayage | | 4 25 |
| | | $185 25 |

CINCINNATI, *July* 8, 1865.

Mr. J. R. Francis, bought of W. D. Morgan, importer and jober
142 of silks & fancy dry goods, white goods, linen, shawls, hosery, small wares, &c., No. 101 Pearl street.

| | | |
|---|---|---|
| 1 | p'r lace, dz., 3 37½ | 1 13 |
| 1 | dz. undershirts, 40 00 | 6 60[0] |
| 1 | jet buckles, 6 00 | 3 00 |
| 1 | jet buckles, 4 50 | 2 25 |
| | | $13 04 |

(Duplicate bill.)

CINCINNATI, *Dec.* 13, 1865.

Mr. J. R. Francis, bought of Duncan, Ford & Co., commission merchants and wholesale grocers, No. 41 Second street:

| | | |
|---|---|---|
| 2 | bbls., 1⁹⁹, sugar, 445, 15² | 69 97 |
| 1 | box, 20 c., pepper, 23, 40 | 9 40 |
| 1 | " soap, 61, 13² | 8 29 |
| 3 | dz. painted buckets, 3 50 | 10 50 |
| 1 | " No. 2 tubs | 14 00 |
| | | $112 16 |

SEPT. 30, 1865.

| | | |
|---|---|---|
| 2 | bbls., 1⁹⁹, sugar, 537, 16² | 89 60 |
| 2 | " 1⁹⁹ " 513, 14² | 75 38 |
| 2 | nests (8) tubs, 4 50 | 9 00 |
| 1 | dz. No. 1 " 15 00 | 7 50 |
| 1 | " " 2 " | 13 50 |
| 4 | " buckets, 3 25 | 13 00 |
| 1 | keg soda, 112, 14 | 15 68 |

| | | |
|---|---|---|
| 1 coil grass rope, 116, 26 | | 30 16 |
| 2 caddys navy tob., 18, 85 | | 30 52 |
| 1 " bright, 141, 18, 95 | | 17 10 |
| | | $310 44 |

SEPT. 30, 1865.

| | | |
|---|---|---|
| 143 | ½ bx. tobacco, 53, 65 | 34 45 |
| | 2 caddies " 48², 65 | 31 53 |
| 1 drum | " 19², 1 10 | 20 45 |
| ½ bx. fine | " 16², 1 20 | 19 18 |
| ½ gro. fine cut chewing, | | 3 50 |
| 10 lbs. Orinoka tobacco, 55 | | 5 50 |
| 10 " | Killikinick, 55 | 5 50 |
| 1 bx., 20c., ground ginger, 10, 20 | | 2 20 |
| 1 " | 20c, spice, 11, 33 | 3 83 |
| 1 " | 20c., pepper, 12², 35 | 4 57 |
| 1 " | ground " 6 da., 45 | 2 70 |
| 2 bbls. granulated sugar, 426, 20² | | 87 33 |
| 1 box, 16c., indigo, 5, 1 65 | | 8 40 |
| 1 " | 25c., madder, 19, 18 | 3 67 |
| 1 bbl., 50c., crackers, 80, 8² | | 7 30 |
| 7½ lbs. Castile soap, 20 | | 1 45 |
| 1 box tip-top | " 60, 10 | 6 00 |
| 1 " | fancy soap | 3 25 |
| 1 " | 50c., candy, 50, 27 | 14 00 |
| 1 da. mail seines | | 2 75 |
| 1 coil grass rope, 30, 20 | | 6 00 |
| 1 da. bed cords (cotton) | | 3 00 |
| 2½ bales med. wrap. paper, 1 40 | | 3 50 |
| 2 " | small, 95 | 1 90 |
| 1 lbs. nutmegs | | 1 65 |
| 2 " | cloves, 6 | 1 20 |
| | 1 doz. squat jars, 5²², &, pack'ge, 60 | 5 60 |
| 144 | 6 lbs. cream candy, 36 | 2 16 |
| | 5 " French kisses, 36 | 1 80 |
| 5 " | mixed candy, 36 | 1 80 |
| 5 " | B. kisses, 32 | 1 60 |
| 5 " | rock candy, 42 | 2 50 |
| 5 " | gum drops, 50 | 2 50 |
| 5 " | ice cream, 42 | 2 00 |
| 5 " | mint drops, 32 | 1 60 |
| 1 box | | 40 |
| Packing | | 1 75 |
| | | $312 83 |

CINCINNATI, *July* 8, 1865.

Mr. John R. Francis, bought of Dickson, Clark & Co., importers and wholesale dealers in foreign and domestic hardware, cutlery, and guns, No. 53 Pearl street:

| | |
|---|---|
| 2 da. cotton cords, 12 00 | 24 00 |
| 2 " wool do. 7 00 | 14 00 |
| 1 " coffee mills, 6 50 | 6 50 |

| | | |
|---|---|---|
| 1 " | Japan stocks | 65 |
| 1 " | plann'd do. | 2 00 |
| 1 " | tapers, 3½, 1 75; 4, 2 00; 4½, 2 25 | 6 00 |
| 1 | gross peg awls | 2 25 |
| 1 " | sew'g do. | 2 28 |
| 1 | doz. shoe knives | 1 50 |
| ½ | gro. saddle awls, 3 00 | 1 50 |
| | ½ " tablespoons, 20, 9 00 | 4 50 |
| 145 | ½ " teaspoons, 31, 6 00 | 3 00 |
| | ½ " table ns., 1390 | 4 50 |
| ½ " | tea, 6900, 6 50 | 3 25 |
| ½ | dz. sheep shears, 13 50 | 6 75 |
| 1 " | pocket knives, 1125, 5 75; 529, 5 50; 764, 6 75 | 18 00 |
| 1 | box marbles | 00 50 |
| 1 | doz. tobaco boxes | 1 50 |
| 1 " | k'y rings | 50 |
| 1 | box pencils | 45 |
| ½ | ds. hair brushes, 4 50 | 2 25 |
| 1 | b'dle violine strings, 1 | 2 50 |
| ½ " | do. 2, 3 00; 3, 4 00 | 3 50 |
| 1 | doz. base do. | 65 |
| 2 " | slates, 1 66 | 3 32 |
| 1 " | d. 8x12 | 2 72 |
| 1 | store door lock, 146 | 3 75 |
| ½ | ds. d. 142½, 15 00 | 2 50 |
| ½ " | crimp. irons, 6 00 | 3 00 |
| 1 " | pinking do. | 6 75 |
| 1 " | cork screw | 2 50 |
| 2 " | tacks, 4, 57; 6, 69; 8, 74; 10, 85 | 5 70 |
| 3 " | do. 37½ | 1 13 |
| 1 " | padlocks, 820, 6 00; & 2 62 | 8 62 |
| 1 G. | screws ⅜, 42; ⅞, 50; 50½–9, 1 13; 1¼–10, 65; 1½–10, 71; 11, 77 | 3 77 |
| | | $158 24 |
| July 10. | 1 S. & W. revolver, fla. cart. & holster | 20 75 |
| | 10 dz. gut jars, 1 40 | 14 00 |
| 146 | Dec. 22. 1 d'ble shot gun, 35 00 | 35 00 |
| | | $285 25 |

CINCINNATI, *Sept.* 30.

Mr. J. R. Francis, bought of Jeffras, Seely & Co., dealers in straw, silk, millinery, and fancy goods, No. 95 & 97 Pearl street, (up stairs:)

| | | |
|---|---|---|
| | Amt. brought forward | 626 11 |
| 5182 | 1 p's bl'k lace, 3, 3 50 | 10 50 |
| 2893 | 1 " " edge, 10, 50 | 5 00 |
| 1715 | 1 " wht. lace, 2, 3 00 | 6 00 |
| 2934 | 1 " " " 4, 1 50 | 6 00 |
| | 1 dz. bed nets | 6 00 |
| | 1 " " " | 9 00 |
| | 1 bl'k " " | 7 00 |
| | 2 silk tassels, 1 25 | 2 50 |
| | 1 p. bl'k dress cord | 2 50 |
| | 1 veil del | 3 00 |

| | | | |
|---|---|---|---|
| | 1 p. ribbon " | | 2 00 |
| 9077 | ½ dz. clo'k ornaments, 12 00 | | 6 00 |
| 214 | 1 " " " | | 6 00 |
| 963 | 6 setts " " 1 00 | | 6 00 |
| 122 | 1 pa. fringe | | 3 50 |
| 124 | 1 " " | | 3 00 |
| | ½ gro. jet buttons, 2 50 | | 1 66 |
| | 1 " gold braid | | 6 00 |
| | 2 " band boxes, 2 25 | | 4 50 |
| 147 | 1 " block | | 1 00 |
| | 1 pa. silk, 5, 1 50 | | 7 50 |
| | 6 doz. hoods, 3 00 | | 18 00 |
| | | | $748 77 |

(Duplicate bill.)

| | | | |
|---|---|---|---|
| | ½ doz. frames, 3 50 | | 1 75 |
| 71 | 2 " br'd bonnets, 1 25 | | 2 50 |
| 80 | 2 " " " 2 00 | | 4 00 |
| 78 | 3 bl'k " " 1 75 | | 5 25 |
| | 5 " 50 | | 2 50 |
| 73 | 4 glace " 1 75 | | 7 00 |
| 86 | 6 diamond " | | 2 50 |
| 67 | 6 sea-shore hats, 87 | | 5 25 |
| 65 | 6 " " 1 00 | | 6 00 |
| 65 | 87 | | 5 25 |
| 67 | 6 wht. " " 1 00 | | 6 00 |
| 65 | 3 " braid Victoria, 87 | | 6 00 |
| 75 | 3 bl'k pedal " 2 00 | | 6 00 |
| 71 | 9 felt peerless ve., 1 50 | | 13 50 |
| 71 | 3 bl'k Millan Nellie Grant, 1 50 | | 4 50 |
| 82 | 3 7-braid " " 3 00 | | 9 00 |
| 66 | 3 bl'k Leg. " " 1 00 | | 3 00 |
| 73 | 6 speckled Rocky Point ve., 1 75 | | 10 50 |
| 71 | 8 " " " " 1 50 | | 12 00 |
| 68 | 3 bl'k Canton " " " 1 00 | | 3 00 |
| 68 | 3 wht. Milan Glengary, 1 00 | | 3 00 |
| 78 | 3 velvet " 2 50 | | 7 50 |
| 73 | 4 mises' plush turbans, 1 75 | | 7 00 |
| | 68 3 " gray cloth " 1 000 | | |
| 148 | 1 Brass cock, 100—⅝, 150—½, 2 50 | | 2 50 |
| | Pack & drayage | | 1 85 |
| Dray | | | 35 |
| Sept. 30. | 6 doz. wool cards, 7 25 | | 43 50 |
| | 2 " cotton " 11 00 | | 22 00 |
| | 1 " sives, asst'd, 20×24 | | 3 00 |
| | 2 " " do. 14×16, 2 62 | | 5 25 |
| | ½ " rim locks, 34, M. K., 10 50 | | 5 25 |
| | 1 " do. 42½, W. K | | 18 00 |
| | 1 " stocks' lock, 45, 9-in | | 10 60 |
| | ⅜ " do. asst'd. 9-in., 1489, 35, 6 00 | | 4 50 |
| | ⅛ " do. 8-in., 1498, 5 50 | | 1 38 |
| | ½ " do. 35, 4 25 | | 2 13 |
| | 2 p'r iron carvers, 48, 5 00 | | 10 00 |
| | 12 setts knives & forks, 102, 65 | | 7 80 |
| | 6 " " do. 77, 75 | | 4 50 |

| | | | |
|---|---|---|---|
| | 3 doz. pat's Barlow's, 2 00 | | 6 00 |
| | 1 " pocket-knives, 4963, 2 00; 131945, 4 50 | | 6 50 |
| | 1 " padlocks, 0126, 9 00; 11, 6 00; 9, 5 5 | | 20 50 |
| | 1 " do 306, 7 50; 194, 6 00 | | 13 50 |
| | 1 " wro't narrow buts, 3, 1 12; 3½, 1 80; 4, 2 40 | | 5 32 |
| | 2 " padlocks, 2, 2 25 | | 4 50 |
| | 2 " cart buckets, 2, 3 50; 4, 4 00, gal | | 15 00 |
| | 2 " coffe-pots, 1, 3 50; 2, 4 25; 3, 5 25, q'rt | | 26 00 |
| | 2 " tin cups, 1q'rt, 1 35 | | 2 70 |
| | 4 " do. 1 pint, 70 | | 2 80 |
| | 2 " washboards, 3 50 | | 7 00 |
| | Pac'age | | 2 50 |
| 149 | Oct. 31. 24 S. & W. pla. revolvers, 2, 19 50 | | 468 00 |
| | 12 " " do. 1½, 18 00 | | 216 00 |
| | 5 W. 2 cartridges, 13 50 | | 67 50 |
| | 3 doz. belts & holsters, 8 00 | | 24 00 |
| | 2 " wht. kid gloves, 18 00 | | 36 00 |
| | 20 C. M. G. D, caps, 55 | | 11 00 |
| | P'ck'g & strap | | 2 50 |
| | | | $1,289 92 |

DECEMBER 4, 1865.

| | | |
|---|---|---|
| 6 doz. Barlow's, 1 37, 2 50 | | 23 25 |
| 2 " pocket-knives, 4959, 2 00; 372, 5 00 | | 14 00 |
| 1 " do. 2959 | | 9 00 |
| ½ " do. 937, 16 50; 6059, 15 00; 51, 4 00; 2113, 17 50 | | 26 50 |
| 12 sets knives & fork, 11469, 1 15 | | 13 80 |
| 6 " do. 8001, 1 37 | | 8 25 |
| 1 dz. iron des't knives, 40 | | 10 75 |
| 1 hand bell, 3 | | 35 |
| 12 M. Ely caps, ¼, 1 25 | | 15 00 |
| 4 dz. chalk lines, 80 | | 3 20 |
| 2 " 10 A cotton cards, 12 00 | | 24 00 |
| 3 " coffee boilers, 2, 4 00; 3, 5 00 | | 27 00 |
| 6 " pints cups, 70 | | 4 20 |
| 6 " quart do. 1 25 | | 7 50 |
| 3 " cov'd buckets, 2, 3 75; 3, 4 25 | | 24 00 |
| 1 " wash bowles | | 3 00 |
| 2 boxes axes, 45, 16 50 | | 33 00 |
| Package & drayage | | 3 45 |
| | | $250 25 |
| 150 75 2 sl'k ve., 2 00 | | 4 00 |
| 77 3 b'lk pedal standard, 1 50 | | 4 50 |
| 3 wht. canton " 50 | | 1 50 |
| 75 2 Leg. " 1 25 | | 2 50 |
| 78 3 misses' 9-braid " 1 50 | | 4 50 |
| 70 4 boys' gray caps, 1 25 | | 5 00 |
| 69 3 " " " 1 25 | | 3 75 |
| 1½ dz. hats, tr'd, 9 00 | | 1 75 |
| 3 silk hats, t'rd, 2 del., 9 00 | | 27 00 |
| 1 infant's " " (del.) 4 00 | | 4 00 |

| | | | |
|---|---|---|---|
| 1 | 27 b'ch flowers, 1 00 | | 27 00 |
| 89 | 1 b'x " 4 00 | | 4 00 |
| | | | $230 38 |
| 2 | 2 " " 2 00 | | 4 00 |
| 3 | 2 " " 2 50 | | 5 00 |
| 4 | 5 " " 2 75 | | 13 75 |
| 5 | 1 " " | | 3 00 |
| 6 | 4 " " 3 50 | | 14 00 |
| | 1 dz. roses | | 2 25 |
| | 1 be'ch material | | 2 00 |
| | 5 bridal wreaths, 1 25 | | 6 25 |
| | ½ dz. 12 00 | | 6 00 |
| | 1 " spangled feathers | | 12 00 |
| 1 | 2 b'ch " 1 50 | | 3 00 |
| 2 | 5 " willow " (2 del.) 2 50 | | 12 50 |
| 3 | 3 " vulture " 1 25 | | 3 75 |
| 4 | 6 " " bl'k tip, 1 00 | | 6 00 |
| | 5 4 " " " 75 | | 3 00 |
| 151 | 6 2 " " " 1 00 | | 2 00 |
| | 7 1 " " " | | 1 25 |
| | ½ dz. long bl'k " 9 00 | | 4 50 |
| | 2 " bird " 2 00 | | 4 00 |
| | 2 " " " 87 | | 1 75 |
| 3 | 18 p's taffita ribbon, 60 | | 10 80 |
| 6 | 1 " " " | | 1 50 |
| 9 | 4 " 3 00 | | 12 00 |
| 12 | 4 " 4 00 | | 16 00 |
| 16 | 3 " 5 00 | | 15 00 |
| 22 | 5 " 6 00 | | 3 00 |
| 23 | 1 scarlet " | | 4 00 |
| 24 | 3 " " 1 00 | | 3 00 |
| 25 | 2 " " 2 00 | | 4 00 |
| 94 | 4 plaid " 3 25 | | 13 00 |
| 124 | 5 " " 4 00 | | 20 00 |
| 13 | 2 Chine. " 3 00 | | 6 00 |
| 79 | 2 box. ruches, 2 75 | | 5 50 |
| 324 | 1 " " 2 dos., 3 00 | | 6 00 |
| | 1 " p's blue velvet, 2¾, 4 00 | | 11 00 |
| | 1 " bl'k " 10, 3 00 | | 30 00 |
| | 3 " col'd " 15, 2 50 | | 37 50 |
| | 1 " bl'k silk, 5, 3 00 | | 15 00 |
| | 1 " fl'g'd net, 15, 80 | | 12 00 |
| | 1 " tarleton, 16½, 75 | | 12 18 |
| 2695 | 1 bl'k barbe lace, 2, 3 00 | | 6 00 |
| 4551 | 1 wht. " " 2, 5 00 | | 10 00 |
| | | | $626 11 |

152 OCTOBER 17TH, 1865.

| | | | |
|---|---|---|---|
| | 60 1 p's ribbon, 12 00 | | 12 00 |
| 49 | 1 " " 9 00 | | 9 00 |
| 29 | 1 " " | | 6 00 |
| 18 | 1 " " | | 5 00 |
| | 4 willow plumes, 2 50 | | 10 00 |
| | 1 doz. kid gloves | | 23 00 |

| | | |
|---|---|---|
| 32 | 6 p's dress cord, 12, 1 75 | 21 00 |
| 30 | 6 " mohair, 12, 1 25 | 15 00 |
| | 6 doz. hoods, 3 00 | 18 00 |
| | 6 " wht. " 3 25 | 19 50 |
| | | $138 50 |

| | | |
|---|---|---|
| 68 | 3 Leg. Nellie Grant, 1 00 | 3 00 |
| 71 | 3 pedal " " 1 50 | 4 50 |
| 75 | 3 " Gany., 2 00 | 6 00 |
| 73 | 3 bl'k " " 1 75 | 5 25 |
| 70 | 6 felt " 1 25 | 7 50 |
| 76 | 3 ve'lve " 2 25 | 6 75 |
| | 3 Milan Nellie Grant ved, 6 00 | 18 00 |
| 40 | 1 p's bl'k ribbon | 8 50 |
| 60 | 1 " " " 13 00 | 13 00 |
| | 1 dz. feathers, 7 50 | 7 50 |
| | 2 b'ch's gilt wheat, 2 00 | 4 00 |
| | 8 doz. tassels, 1 00 | 8 00 |
| | 4 p's dress cord, 8, 1 50 | 12 00 |
| | 3 doz. braid, 30 | 90 |
| | 1 p's " 3, 70 | 2 10 |
| | 1 " " 3, 65 | 1 95 |
| | 1 " bl'k, " 3, 50 | 1 50 |
| | 2 dos. skirt " 1 20 | 2 40 |
| 153 | Strapping | 25 |
| | | $113 10 |

154 The statement of purchases is written by me, except some figuring at the bottom, by Mr. Bishop, one of my attorneys. The bills are purchases made by me in Cincinnati; all that I could recollect; don't know they are all that I made; had to go itirely from recollection; may have had other bills that I did not get.

The general agent t New York, at time I presented proof of loss as before stated, demanded of me the following:

1. A duplicate bill of millinery goods purchased from Charles Doharty & Co.

2. A detail sworn statement of sales made from June, 1865, to 12 March, 1866.

3. A detailed sworn statement of goods, kind and amount, taken to Illinois by Mrs. Stone.

4. A detailed sworn statement of amount and kind of goods sent to an auctioneer by the name of Levy, or Leavy, Memphis, Tennessee.

5. A detailed sworn statement of time and credit sales.

For the shipment to Memphis I refered him, the agent, to Levy, the auctioneer at Memphis, that he could give him the amount of goods received by him.

That I was not selling on time, and had no credit sales to furnish.

155 I offered to submit to an examination under oath as often as twice.

I asked him, the general agent, if I furnished him the bills as requested and demanded, if he would pay me the amount of my loss. He replied that it depended on circumstances.

The shipment to Memphis, previously mentioned, was the only shipment made from the store in Aberdeen.

The goods insured at time policy taken out were worth at least $17,000 00; of this amount there was $10,000 00 and more lost by the fire. I have sworn that loss was $14,519 50.

I did not set the house on fire; did not procure it to be done; nor was it done with my consent.

Cross-examination by defendant's counsel:

I had had a key in my possession previous to fire, but it was not in my pocket night of fire; it was in my trunk, in my room at Hayden's boarding-house, and when alarm of fire was given, and I rushed out and learned my store was on fire, went back to my room after it. Went to
front of store with Oldshoe; found a crowd there; went round
154 to the rear; found back door open. Oldshoe engaged in tinner and hardware business.

I did not, on the night of the fire, have with James Oldshoe the conversation as detailed by him in his deposition, and I did not, in responce to the question from Oldshoe, Why don't you hand them your key? say, Let us go around to the rear and see where the fire is. I do not recollect that Oldshoe told me to give the key.

I did not see Ben Simes on the night of the fire, that I recollect of; do not know him personally, and did not have the conversation as detailed in his deposition, that I recollect of.

Did not offer to sell my stock goods to Edd Sykes or Coulson, as detailed by them in their deposition.

In the bills of purchase served upon the general agent of defendant are some milinery goods which were not insured. These bills are, one for $217, one for $100 05, one for $1,189 60, & one for $1,000 37. These milinery goods were originally purchased by me. I sold them to Mrs. Stone; then bought them back before the 17 January, 1866, & the buisiness was conducted by Mrs. Stone for me. Told H. D. Spratt that I had closed my milinery buisiness at the time he insured my goods.

Sent to Levy, at Menphis, some of my stock for sale as above
157 stated; was in Memphis only once before the fire, and this time went with Timberlake, who carried one of my trunks. I put the market selling price upon these goods for the purpose of enableing me to sell them at original cost.

Some of the goods were sold by Levy; a portion sint up the Miss. River, in name of Mrs. Stone, and about $2,500 worth to J. J. Logan, at Lookatten station.

The pistols which I had in my store were sent to Levey, in Memphis, and sold by him; they were worth about $700.

All the goods sent to Memphis were boxed up prior to 10 Feb'y, 1866, and were not included in enventory taken at that date.

Took about $125 worth of goods to place of Tindall & Logan, near Aberdeen, in June, 1866.

Francis and Harding were not in dry goods buisiness at Eastport, Miss., except to buy government vouchers and cotton. The goods were not opened at Eastport, and soon after they reached Aberdeen I bought Harding out.

The goods were purchased at time mentioned in the bills; that those who made them out were gentlemen, and I do not presume that they would make them out incorrectly.

158 I did not give in the value of my goods to Jno. W. Cook, the assessor of taxes for the city of Aberdeen, at $2,400 00; I stated

the value to be twenty-five thousand dollars, and hearing of Cook's mistake, went to him to correct it.

In the last of January, Mrs. Stone and I left Aberdeen for Prairie station, in Mrs. Eckford's hack. Mrs. Stone was going to Tuscumbia, and I went with her. When we got about four miles we stuck in the mud, until it was too late to meet the up train on Mobile & Ohio railroad from Aberdeen; got to corner of McNeely's field, about four miles & half, and sent after a mule to help us along. In meantime hack was returning to Aberdeen station; got into the hack and returned to Aberdeen. Never went to station that night; did not go with any loaded waggon to the station; did not go to station as detailed by witness Noyes; never at any time shipped any goods to or from Prarie station.

Never sent any note to McNullen, Mays, or Bryant; was dark, and he could not have written it. After I made my application for insurance, H. D. Spratt, agent of defendants, made in person a survey and examination of my storehouse and stock of goods; and, after that, had the policy of insurance executed, and received from me the premium.

Plaintiff next introduced Henry Carlisle, who testified as follows:

159 That he was station agent at Prairie station, on Mobile and Ohio railroad, from the first of July, 1865, to present time. In February and March, 1866, the road had no station house, no place to store freight, nothing but a small office about 8 to 10 feet squar, and this on western side of railroad track. Cookendorfer was express agent at the time; in February and March, 1866, occupied small room on eastern side of railroad track, about forty yards from the railroad office.

Francis never shipped any goods from Prairie station in February or March, 1866. If three or four waggon loads of goods had been shipped by Francis, would likely have seen it, whether by express or otherwise.

In March or February, J. R. Francis did not bring any woman into the station house where I was, nor did I, at any time, make any shipment of goods for him, and don't know of any haveing been shipped by express.

When the trains were behind time, I usually waited a reasonable time, and then went to sleep. I state that I know nothing of a shipment of goods from Prairie station, by express or otherwise, but the shipment, by express, might have been made and I know noth-

160 ing of it. The express agent, Cookendorfer, is not now in the country; he is sometimes called Kichenderfer.

Francis N. Oliver, testified—

That Francis' stock of goods in Aberdeen was consumed by fire on evening of 12 March, 1866, early in the night; was clerk for Francis at the time; left store evening of fire, about usual time in company with Francis & Lozier, the other clerk; Lozier locked the door; heard the alarm of fire about 8 o'clock, about one hour and a half after we left; was engaged, at time of alarm of fire, in a game of checks with Guttman.

Francis, as we went to supper, left me and stepped across the street, but not out of my sight.

When the alarm of fire was given, we started together; met Seal; when we got to fire, found gard stationed at door, who would not let any one enter; helped to work engines; went to rear of store; could not get very close for heat and smoke; saw cellar door open.

Commenced clerking for Francis, 1st February, 1866. All the books were consumed, except my memorandum book of daily sales. In my

judgement, the stock of goods consumed was from $12,000 to 14,000; know nothing of the amount of inventory taken by Francis & Louise; assisted them some little. The estimate given above is my opinion of the value of the stock.

161 Know of three boxes and two trunks of goods packed and marked to Mobile. They were taken from store to Egypt station. These goods were not included in invoice taken 10 February, 1866.

Slept at store. No other goods were taken away from the store, except those mentioned as being sent to Egypt. Not possibl to send goods away from store without my knowledge. There were none sent either day or night with my knowledge. No goods were sent away from store about a week before fire.

Francis was in store day of fire; day before was in the country, at Mrs. Logan's. The day of fire was not in cellar that I know of.

The cellar had in it not much of anything; some boxes & some cotton nailed up in boxes.

Cross-examination:

I know that Francis was not in the cellar, because I did not see him go. A person might have gone into the cellar of the store without passing through the store. He could have entered up stairs from the street, gone to the rear and entered the counting-room, and thence, by a flight of steps, into the cellar; or he might have gone from the second story to the rear, and entered the cellar through the back door. It is posible that a person might have entered the cellar in either of the ways mentioned, and I not have known it.

162 I am the F. N. Oliver who made the affidavits attached to preliminary proof already read as testimony in this case. The facts were then fresh in my memory, and, I presume, more likely to be believed than any statement I now may make, and the statement in said affidavit that Francis left the store the evening of the fire, about 4 o'clock, and remained absent until about sundown, is true.

I have given my deposition in this case, and in it made the statement that Francis left store about 4 o'clock, and remained absent until about sundown. Francis and I left store together, and remained together until we, I heard the alarm of fire. After we met Seale, Francis went back to get his key. When we got to store found engine in front, door shut, and a stick of wood near, and supposed door burst open with it. The flames were bursting out at the top of the house when I first went to rear.

First knew Francis in first of 1865; no relation to him; am a brother of Mrs. Stone's; came to Aberdeen from Paducknh, Kentuckey.

There was some milinarey goods up stairs, under charge of Mrs. Stone. Goods might have been packed up there and sent away, and I not have known it.

My age at time of fire was nineteen years.

R. N. Bishop testified:

163 On the 7 June, 1866, I served on J. J. Brown, acting general agent of the Germania Fire Insurance Company, at their office in New York, the proof of loss, notice, bill, statement, and certificate, (as in inclosed list of which the originals are in evidence.) Said Brown made no objection to said preliminary proof, and waived the certifying of the bills.

He also stated to me that they had reasons, in their opinion, sufficient

to warrant them in resisting the claim, and did not propose to settle it at all. Mr. Francis and I left home, (Paris, Illinois,) to come to this court, June 2, 1869. Mr. D. G. Burr saw us leave, was at the depot, and we told him we were going to stop at Terre Haute, Indiana, 30 miles distant, that night, and we did stop there that night.

John J. Logan testified:

Was a clerk for Francis from August, 1865 to January 1, 1866.

Am not a merchant, but, from the best judgment, I would think Francis' stock, when I left, January 1, 1866, was worth $20,000.

The house in which he kept his goods fronted south, on Commerce street, Aberdeen, Mississippi; had a back door fastened with a bar on the inside; cellar with door fastened with a bar on the inside; window in the cellar with no sash or glass or shutter to it, only iron bars,
164 about four inches apart, runing up and down. Two doors to the 2nd story, both front & rear, were fastened on the inside with a bar, and the only way to the 2nd story from the outside was through the store.

The only cotton about the store was 250 lbs. in two boxes, which I nailed up tight, in the cellar; there was no loose cotton about the store. The clerks in the store were Summe & Dalton & Eckford. I went north the night of the 2nd January, in March, 1866; was gon about three or four weeks; took some goods with me, when I went, in a carpet-sacks, and a dress for my wife, & for my daughter, and for Francis' wife, and for Francis' daughter. Paid for mine and paid for all other goods I got.

I got from Mr. Francis about $25 00 worth of goods about March 30, 1866; part of them [them] the same goods that were sent from the store to Memphis, Tennessee; the goods were billed to me from Memphis, Tennessee. I sold them in my neighborhood & my hands, and accounted to Mr. Francis for the proceeds, except what I returned to him; they were clothing, millinery, piece goods & cheap.

J. J. Logan, for plaintiff, testified:

Was a clerk for Francis from summer of 1865, to January, 1866. Dalton and Eckford were clerking at same time; Dalton left before
165 I did; Eckford remained until about 1st of February; both citizens of Aberdeen.

Have an opinon of the value of the goods; not a merchant, and could have no knowledge of their value, except from the bills of the goods. From these sources I suppose the value to be over $20,000.

A door went from counting-room down into cellar. The cellar door fastened with a bar 1½ inches thick. Window on eastern side of cellar; no shutter to it; sash without glass.

Received from Francis, 30 of March, 1866, two boxes, sent to me on my place Tindall and Logan, in Monroe County, from Memphis by way of Lookatten station. The value of these goods was about $2,500. Some of the goods were from the store in Aberdeen, others not; I know from the cost marks; one-half clothing. The goods sent to me by Francis were disposed of by me as agent for Francis, he paying me a commission therefor.

Went from Aberdeen to Illinois about 10 March, 1866, the Sunday preceeding fire. I took with me from Francis' store some things for my wife and some for Francis' wife and daughter, who lived in Illinois; don't think I bought a coat for myself at that time.

Cross-examination:

Was absent in Illinois some three or four weeks; left the Sunday nearest the 10 of March, and not on the 4th of March.

166 My estimate of value was from my knowledge of what they cost. Am no merchant. Know of no goods being purchased after I ceased clerking for Francis.

The goods sent to me by Francis were disposed of, in part, and those unsold were returned to Francis.

The signature to the paper handed me is mine. The statement that I left Aberdeen for Illinois about the 1st of March is not correct; I left the Sabbath nearest the 10th day of March.

The window to the cellar was grated, and had no shutter to it; bars of iron two or three inches apart.

Reuben Davis testified:

Citizen of Aberdeen; live about ¾ of mile from scene of fire that consumed Francis' house. Some time after fire had been burning, servant reported to me the fact. Went down into town; the flames had made considerable progress; two of the largest buildings consumed. The engines were out; crowd very much excited; considerable quantity of liquor drank.

A very tall man, by the name of Lozier, came down the street, and said, "Francis has set fire to his store, and has taken the back, and is now on his way to Egypt station to take the cars." Immediately

167 the cry was, "Let us arrest him and throw him in the fire." This occured about 11 o'clock the night of the fire.

Cross-examination:

Lozier was a northern man, from the State of Indiana; had come to Aberdeen since close of war; and that plaintiff had taken deposition in this case. No violence was offered to Francis that night. He was upon the streets next day, and no violence or insult offered him except by Andersons.

S. J. Gholson, for plaintiff, testified:

That he served notice on Spratt of loss. Time endorsed on notice attached to preliminary proof.

Plaintiff read deposition of Henry A. Lozier:

1. What is your name, occupation, and place of residence?

2. Are you acquainted with the parties to the above-named suit?

3. Do you know anything of a loss by fire sustained by plaintiff at Aberdeen, Mississippi, about the 12 March, 1866? If so, state the circumstances attending it; its origin, extent, and the amount of damage it was to the said plaintiff, John R. Francis.

4. What position did you hold in the store at that time?

5. What was the value there of the goods lost at that time by Francis, and your means of information?

168 6. Where was Francis immediately before the fire, say for an hour, and up to the time the alarm of fire was given?

7. State if any goods had been shipped from his store, in Aberdeen, by said Francis at any time previous to said fire; and, if so, show when, where to, and whether you have included or excluded them in your estimates of the value of his stock at the time of the fire.

8th. State anything you know material to the cause.

9. Have you had any communication from the defendant in this suit respecting your testimony herein? If so, state what; also what proposition they have made you; and, if you have them, affix the letters you have received from defendant, original envelope and all, and identify them as part of this deposition.

DAVIS & GHOLSEN,
*Attorneys for Plaintiffs.*

*Cross-interrogatories for Henry A. Losier.*

1. Have you ever given your deposition in this case before; and, if so, how often?

2. Have you not been furnished with a copy of a deposition given by you in this case, and had you not the same in your possession at the time of testifying, or had you not previously; and have you not carefully examined and studdied the same, in order that your answer

169 in this deposition might agree perfectly with what you have previously deposed to?

3. State where John R. Francis was the day of, and previous to, the fire. Was he in the store; did he go into the rear of the store, or into the cellar, the day previous to the fire? Was not Francis in the store very frequently & all the time, except when absent at meals, the [the] day previous to the fire, and the day of the fire? Was he not in the rear room and cellar at the time mentioned?

4. The evening the fire occured did you and Francis leave the store together? Who locked up the store; who had keys to same; where were you boarding at the time, and who did you take supper with that night? Who went in company with you and Francis to the place where you separated? Did Francis have a key to the store, and was he in the habit of keeping one?

5. How long have you known Francis at the time of the fire, and where did you first become acquainted with him, and how long have you been clerking for him at time of fire?

6. If, in answer to 3rd or 5 int., you state you know the value of the stock of goods of Francis, and state that you know it from having taken an inventory of the same, tell how the inventory was taken. Was it by a measurement and count of goods, wares, and merchandise, or

170 otherwise? State minutely how the inventory was taken; and, if you recollect, the reason for taking the same.

7. Did you, in the deposition given by you in the case on the 1st of December, 1868, and taken by Wm. P. Edsen, mayor of Mt. Vernon, Indiana, state that, on the 10 of February, 1866, an inventory of the goods, wares, and merchandise of J. R. Francis, in Aberdeen, Mississippi, was taken by you and said Francis, and that it amounted to $16,400 00, and that the value of the stock was reduced by regular sales, in the ordinary way in the retail trade, between 10th February, 1866, & 12 March, 1866, to $14,510 95, and that during the week preceding the fire you made a calculation of the amount of sales between the date of taking the inventory and of the fire? If not, state what you did say in said deposition in reference thereto.

8. If, in answer to int. 7th, you state you know of a shipment of goods by John R. Francis from his store in Aberdeen, Mississippi; that they were packed and boxed, and invoiced John R. Francis, Mobile, Alabama, and that they consisted of clothing, piece goods, pistols, and ammunition, state what amount of clothing there was, what amount of piece goods, of pistols and ammunition, in how many boxes they [illegible]

[illegible] been previously, I can-

to whom they were consigned in Mobile, who took charge of the goods in Mobile, who sold them there for Francis, how long was it before
171 the 10th of February, 1866, that they were shipped, whose wagons carried them from Aberdeen to the railroad, to what station were they sent. State as near as you can how long before the 10th of February the shipment was made. Was it ten days or twenty days, or longer?

9. Did Mr. Francis, in the shipment refered to by you as occurring before the 10 of February, 1866, send away all the pistols he had on hand? If not, state what number or amount remained on hand, and what became of the same before the fire.

10. Please state what was the monthly average sales of John R. Francis in Aberdeen, Mississippi, during the year of 1866 and 1865; state the amount of sales for one month preceeding the fire of 12th March, 1866, and for the month preceeding that, and state how Francis' trade in February & March, 1866, compared to what it had been previously.

11. Did you, on the 17th of March, 1866, before Jno. O'Conner, an acting justice of the peace, Monroe County, make an affidavit to this effect: "That the statement contained in the within and foregoing affidavit of J. R. Francis is true and correct," & the statement refered to as being contained in the affidavit of J. R. Francis in substance as follows:

172 *Statement of loss sustained by J. R. Francis on the night of 12 of March, 1866, from fire.*

EXHIBIT A.

1866.

| | | | |
|---|---|---|---|
| Feb. 10. | Amount of stock on hand about this date..... | $16,400 | 00 |
| | Less stock of millinary goods up-stairs..... | 998 | 32 |
| | Leaving balance at that time..... | 15,401 | 68 |
| | Less amount of goods sold since, & furniture..... | 890 | 73 |
| | Goods on hand this day..... | 14,510 | 95 |

If not, state what you did say in said affidavit.

12. Did you, in an affidavit made before John O'Conner on the 17 day of March, 1866, or at any other time, state that the affidavit made by J. R. Francis was true and correct, and in the affidavit of said Francis is contained in substance this statement: That Francis and his clerk Louier, from the invoices of purchases and account of sales in the cash book, and the general appearance of the stock, estimated the value of the goods on hands at $16,400, as stated, from which deductions are made as per statement, and that this was the only means of ascertaining the amount of goods destroyed by fire belonging to Francis? Did you so state in words and substance; if not, what did you say?

173 13. If, in answer to interrogatory 9, you state you had a communication from defendants, and state you read the same to S. P. Crawford, of Canada, and we had a big laugh over it; and that you regarded it as an offer to bribe you, we ask are you in the habit of laughing a big laugh over propositions of bribery made to yourself? Did you usually treat such advances as a joke, and laugh at it with your friends? If such is not your usual custom, state what there was in this matter to provoke laughter. Why to make statements of this character?

14. Did you, in your deposition in this case taken on the first of December, 1868, by and before Wm. P. Edson, say in substance that you had received a communication from the defendants in this suit, and then after giving the substance of such communication, and that you handed it to a man by the name of S. P. Crawford, and we had a big laugh over it, and that you regarded it as an offer to bribe you?

174 15. Did you, in the affidavit made before John O'Conner, justice of the peace, on the 17 day of March, 1866, state in substance as follows:

*Statement of loss sustained by J. R. Francis on night of* 12 *March*, 1866, *from fire.*

| 1866. | | | |
|---|---|---|---|
| Feb. 10. | Stock on hand this date | | $16,400 00 |
| | Less amount of goods sold since | 998 32 | |
| | " value of furniture | 445 00 | |
| | " millinery goods up stairs not insured | $445 73 | |
| | | | $1,889 05 |
| March 12. | Goods on hand this day | | 14,510 95 |

That the above estimates are just, true, and correct, and as accurate as can be made, the books and papers having been destroyed by fire? Did you so state, in substance? If not, state what you did say in said affidavit.

16. State about the time you commence clerking for J. R. Francis, in Aberdeen, Mississippi. State at what time F. N. Oliver commenced clerking.

17. State who was present while this deposition was being taken.

175 To first interogatory he saith: My name is Henry A. Lozier; residence, in Evansville, Indiana; and my occupation is that of a salesman.

To second interogatories he saith: I know John R Francis, and I know the defendant, the Germania Fire Insurance Company, as I know other insurance companies, by reputation.

To third interogatory he saith: There was a fire, and the plaintiff in this suit, John R. Francis, lost all his stock of dry goods and groceries. The same was burned up in Aberdeen, Mississippi. It was in the evening of the 12th of March, 1866, while we were gone to supper, between sunset and dark; I have no knowledge of the origin of the fire. I was boarding some three squares off, at Mrs. Smith's, at the time. As I came out from supper I heard the alarm of fire; I rushed to the place of alarm and found that Francis' store was on fire. I was salesman and kept the books when Francis was absent, and was well acquainted with the business of said Francis. The store books, papers, and purchase invoice bills were all burned, with the exception of one memorandum book that Oliver kept. That was all that remained of the entire contents of said stock. The amount of damage to John R. Francis

176 was fourteen thousand five hundred and ten dollars and ninety-five cents, ($14,510$\frac{95}{100}$.) This was the stock of dry goods & groceries of J. R. Francis.

To fifth interogatory he saith: The value of goods was as I have stated in answer to third interogatory; my means of knowing are as follows: About the tenth of February, 1866, an inventory of the

value of the goods, wares, and merchandise in said store was taken by John R. Francis and myself, and I think Oliver assisted, and said inventory at that time made the value of sixteen thousand four hundred dollars; but this value was reduced between the 10 day of February, 1866, and the 12 day of March, of the same year, when the fire occured, to fourteen thousand five hundred and ten dollars and ninety-five cents, ($14,510$^{95}_{100}$,) by regular sales in the ordinary way of trade. I distinctly remember the amount of the inventory taken on the 10th of February, 1866; and during the week after the fire I made a calculation of the amount of sales between the 10th of February, 1866, and 12 March, 1866, from the memorandum kept by Oliver and my recollection, and made the calculation accordingly, and deducted the amount of sales from the inventory, which left at the time of the fire $14,510$^{95}_{100}$.

177 To sixth interogatory he saith: At supper-time John R. Francis I both went out of the store at the same time. I locked the door and put the key in my pocket; we went up the street together till we sepearated; he went to his boarding-house, and I to mine. This was some one-half to three-fourths of an hour before the alarm of fire. I boarded at Mrs. Smith's, and he boarded at Mr. Haden's. I did not see him any more until I saw him at the fire.

To seventh interogatory he saith: A few days previous to the 10 day of February, 1866, certain goods and merchandise, the property of said J. R. Francis, with the exception of some millinery goods belonging to Mrs. Stone, which property of Francis consisted of clothing, piece goods, pistols, amunition, &c., were boxed, packed, and marked to J. R. Francis, Mobile, Alabama. He had a large stock of clothing, and he picked out such goods as were not salable in that market at Aberdeen; I excluded those goods shipped from my estimate of inventory at the time of the fire, and on the 10 day of February, 1866, also. There were no other goods but those spoken of shipped from the store; they

178 were boxed, packed, and marked, as I have stated before in this answer; but I don't think the boxes and trunks were taken to the station before I came here. From the 12 to the 15 of February, they were hauled by some of the regular traines, I think McAlister's, to Egypt station.

To the eighth interogatory he saith: The goods marked and packed for Mobile, Alabama, I don't think ever went there. They were afterwards taken to the railroad and sent to Memphis. My understanding was that they were shipped from Egypt station to Memphis. I think they were turned over to an auctioneer by the name of Levy.

To ninth interogatory he saith: About the first of September, 1868, I received a letter directed to me at Evansville, Indiana. The letter in question was postmarked New York City, signed by J. R., or J. N. Adams; it read:

NEW YORK CITY, (date not remembered.)

H. A. LOEHR.

DEAR SIR: I write to know of you about the loss that J. R. Francis sustained in Aberdeen, Mississippi, by fire. Parties in New York wish

179 to take your deposition about the same, and if your testimony is satisfactory, you can have something greatly to your (scratched out) advantage. Answer immediately.

(Signed) J. R. or J. N. ADAMS.

Stamped envelope enclosed, and marked, Confidential.

I do not say this is the exact language of the letter, but the purport

is the same. The letter above referred to was mislaid or lost, and I have never been able to find it, though I have made diligent search for it in the place or places where it ought to be, and wherever I thought there was any probability of its being found.

To first cross-interrogatory he saith: I have given my deposition twice in this cause; once before S. K. Leavitt, and once before Wm. P. Edson.

To second cross-interrogatory he saith: I have seen a copy of my deposition; I saw it at the time of testifying at Mt. Vernon; I have not the same in my possession; I have not studdied it, and have given but very little attention to it.

To third cross-interrogatory he saith: John R. Francis was in Aberdeen all day the day of the fire. He was in the country the day
180 previous till some time in the afternoon, when he came back; he was in the store in the evening with J. J. Logan, I believe, and perhaps Dr. Tindall. The day of the fire he was in the store as usual, till some 4 o'clock p. m., when he went out, and I did not see him again till near closing time, when he came in at the front door and went behind the counter to the cash drawer, and took out the money, and counted it, and put it down on the cash-book as usual. He did not go to the rear of the building that afternoon; neither did he go into the cellar, or about it that day or the day previous, for, if he had, I think I should have known it.

181 To fourth cross-interrogatory he saith: Francis and I left the store together; I locked up the store and put the key in my pocket. There were two keys to the store. I did not see him have one after he came back from Memphis. I can't say whether he had one or not. He sometimes carried one, and at other times he did not. I was boarding at Mrs. Smith's, and Francis at Haiden's. I took supper at my boarding-house. I don't remember any one in company, unless Oliver was; we went up street till we separated, he to his boarding-house, I went to mine.

To fifth cross-interogatory he saith: I had known Francis some two or three years. I became acquainted with him when traveling on the cars between Cincinnati and Indianapolis in 1863 or 1864. I had been in his employ for some two months previous to the said fire.

To cross-interogatory sixth he saith: I know the value of Francis' stock of goods as stated in answer to third and fifth direct interogatories. I know as stated in answer to the fifth interrogatory by taking account of all bills purchased, and all sales made, and deducting sales from purchased bills. The reason of taking the inventory was, there were several parties after him to purchase said stock without invoice.

182 To seventh x-interrogatory he saith: My answer is the same as the answer to direct interrogatory third and fifth in the deposition.

To eighth cross-interogatory he saith: In answer to interrogatory 8, I do not recollect the amount of the different kinds of goods, or the number of boxes they were packed in. They were marked to J. R. Francis, Mobile, as stated in answer to direct interrogatory 7 and 8.

To ninth cross-interogatory he saith: He sent all the pistols he had on hand. The goods were packed and marked prior to the 10 of February, 1866, but were shipped according to answer to direct interogatory 7.

To tenth cross-interogatory he saith: I do not know the average sales of 1866 and 1865. The sales were as I have previously stated in my affidavit before John O'Conner, March 17, 1866, for a part of February and March, and for the month preceding that I cannot say; as to Francis' trade in February and March, 1866, to what it had been previously, I cannot say.

183 To eleventh cross-interrogatory he saith: The statement in the eleventh cross-interrogatory is correct concerning J. R. Francis' statement being true.

To cross-interogatory twelve he saith: I did state in my affidavit before John O'Conner on the 17 day of March, 1866, that the affidavit made by J. R. Francis was true and correct. I refer to answer to cross-interrogatory 6 for my answer as to how we came at the amount of stock and also the answer to third direct interrogatory.

(Cross-interrogatory thirteenth is objected to by the plaintiff.)

To the thirteenth interrogatory he saith: I refer to my answer to direct interrogatory 9 for answer. This is the first proposition of bribery I ever had made to me. I cannot say that I am in the habit of laughing at such propersitions.

Ruled out. Ruled out.

To fourteenth cross-interrogatory he saith: My answer to cross-interrogatory 14 is the same as in answer to direct interrogatory 9 in this deposition.

To cross-interrogatory fifteen he saith: My answer to cross-interogatory 15 is the same as my answer to cross-interrogatory 11.

184 To sixteenth cross-interrogatories he saith: My answer is the same as my answer to cross-interrogatory 5, as to what time I commenced with Francis. I cannot state as to what time Oliver commenced with Francis.

And for answer to cross-interrogatory 17 he saith: Nobody was present besides S. K. Levett, before whom this deposition was taken, and myself.

And further deponent saith not.

(Signed) H. A. LOZIER.

(Defendants' counsel objected to the reading of the answer to the 9th interogatory propounded to witness Henry A. Lozier, which objection was sustained by the court and the testimony excluded.)

Plaintiff then read the testimony of Eliza Walton.

(It was agreed that the photograph refered to in the deposition of Eliza Walton was that of Damiel G. Burr one of the agents of defendants.)

1st. What is your name, age, and residence?

185 Ans. My name is Eliza Walton; my age is thirty-three; my residence is Shelbyville, Illinois.

2. Are you acquainted with J. R. Francis, plaintiff in this suit?

Ans. I am.

3. How long have yo known him?

Ans. About three years.

4. Please state if you are acquainted with any person or persons who were or was acting, or pretended to act, as agent or agents for the defendants named in the caption of this deposition.

Ans. Some time before last Christmas two gentlemen came to me in Shelbyville, Illinois; one of them I knew to be a citizen, the other one was a stranger, who I afterwards understood to be an insurance agent.

5. Please state if you had any conversation with either of these gentlemen. If so, state which one it was, and state fully what was said in that conversation.

Answer. I had a conversation with the stranger; the conversation was too long for me to remember it all. I will try and give it as near as I can. He asked me if I was the girl Mrs. Stone brought from the South. I told him I was. He then said if I would answer some ques-

tions, an answer them as he wanted me to do, it would be money
186 in my pocket. I told him I did not know what he wanted me to answer. He then asked me if Mrs. Stone and Mr. Francis brought any goods from the South with them. I told him that Mrs. Stone did not bring any goods with her, except what she brought from Memphis. He then told me that he understood that Mrs. Stone had a box and trunk that she had never opened while here. I told him the trunk was mine, and the box was an empty box. I turned the box upside down to make a table out of it. He then asked me if I knew the clerk that was, or did stay in Francis' store in Aberdeen, Mississippi. I told him I knew but one, his name was Frank Oliver.

6. Was this all the conversation you had with this man you say was a stranger?

Ans. It was; he asked me so many foolish questions I finally told him it was none of his buisiness and not to be so smart.

7. Do you think you would know that man with whom you had the conversations as you have stated in your answer to interrogatory sixth and fifth?

Answer. I know I would.

8. Please look at this photograph marked Exhibit (A), and printed on the back, Photographed at L. R. Martin's First National Gallery,
187 No. 132 Main street, Terre Haute, Indiana, and state if you have ever seen any person that it resembles.

Ans. I have seen a man it looks nearly exactly alike.

Q. Where did you see him, and what did he follow, if anything? State all you know in regard to him.

Ans. This photograph looks nearly exactly like a man I had the conversation with as I have stated in my answer to interogatory fifth and sixth of this deposition. I understood he was agent, or had something to do with insurance buisiness. He looks like the man, as I have stated, who asked me so many questions about Mrs. Stone's buisiness, and gave me to understand if I answered to suit him, or the way he wanted me to, that I would lose nothing by [by] it. The photograph is marked on the back as has been stated, I and now hold the same in my hand.

(Signed) ELIZA her × mark. WALTON.

Attest: D. JAMES LEARY.

Plaintiff next read the deposition of James R. Kidd.

Interrogatory 1. What is your name, age, residence, and occupation?

188 Answer. My name is J. R. Kidd; my age is 38 years; residece, Aberdeen, Mississippi.

2. Were you or not in the city of Aberdeen on the 12 of March, 1868, or about that time? If yea, state if you know anything of a fire that occured on Commerce street, in said town. If yea, state whether you were at the fire; about what time you reached the storehouse occupied by J. R. Francis. If the door of said store was open, state who opened it, and how it was opened. How many persons got there before you did? State what you did after the door was opened; whether you went to rear of the storehouse, and was the cellar door open, and what was the condition of the cellar door, and whether or not you saw any one leaving the cellar door.

Answer. I was, to the best of my recollection, in Aberdeen, Miss., on the 12 March, 1868. I do know of a fire that occured about that time,

which consumed a number of the best buildings in the [the] city. I was at the fire. I was about 50 yards from the fire when the alarm was first given. I went immediately to the place where I thought the fire originated, and met at the front store door of Francis several persons who seemed to be trying to enter by the front way. I saw several persons trying to open the door, when I said to them to break the door down; to take something and batter it down, and I assisted in doing so.
189 After the door was opened I attempted to go into the room, and was forced back by the smoke. I did go to the rear of the store as soon as I could get there, and found the door to the cellar of the house open at an angle of 45 degrees. I saw some one emerge from the cellar door just as I got there, who was unknown to me. I asked this man if he had found powder in there, and he said that he had not.

Cross-examination:

Cross-int. 1. When you reached the rear of the house, what progress had the fire made, and what appearance did it present at the time in the cellar?

Answer. I was at the rear; when I reached there, I was very much annoyed by smoke. I tried to enter the cellar, and was forced back by the smoke. It would have killed any man. No man could have breathed there for half a minute in my opinion. In a short time the flames burst up from the ground floor of the cellar; it soon enveloped the whole building in flames. The flames were a little to the eastern side of the cellar door, about ten feet south of the north cellar door. I could not see what was burning, but I smelled terpentine burning very strongly, and I could distinguish also a strong odor of burning cotton.
190 2. When you say you saw coming out of the [of the] door of the cellar some unknown person, do you mean that the person was a stranger to you, or do you mean that now you cannot remember his face?

Ans. I mean that I did not know him at all. I did not know him then. I do not know him now, and never expect to know him.

3rd. How long did you remain in front of the building? Were not several ineffectual attempts made by you and others to break down the door before an entrance was affected; and who was present there with you; and do you not know that W. J. Webb had broken a panel out of the door before it was finally opened?

Ans. I remained in front of the building a very short time; several ineffectual attempts were made by me and others before an entrance was effected. I do not remember of any other but Webb being present, but there were others there. I do not recollect that there was a panel broken out of the door by Webb or any one else.

Cross-int. 4. How far was it from the front of Francis' building to the rear by the rout that you went? What obstruction or buildings
191 prevented you from going directly to the rear? the distance from Francis' building to the east side of the Commercial Hotel? the length of the Commercial Hotel? and what obstructions, if any, were between the rear of the Commercial Hotel and Francis' building?

Ans. About one hundred yards by the rout I traveled. I went from Francis' building east, around the Commercial Hotel; after passing a short distance from the Commercial Hotel, I went over a plank fence to the rear of Francis' building; the whole distance about one hundred yards.

5. When you reached the rear of Francis' building, how wide was the

door open, half-way or all the way? Was the smoke enveloping at that time the rear of the building?

Answer. It was open at an angle of about 45 degrees; about half-way open. The smoke was at that time, the time I reached the rear of the building, enveloping the rear of the building.

6. Were you mayor of the city of Aberdeen at the time of this fire, and were you the nearest magistrate to it; that is, was your office nearest to it?

Answer. I was at that time mayor of the city of Aberdeen, and my office, in my opinion, was the nearest magistrate's office to the fire.

192 7. Were you applied to by Mr. Francis, or his attorneys, as a magistrate, to give a certificate in reference to the loss? and if you declined, state for what reason.

Answer. I was applied to by Mr. Francis and Col. Haughton, one of his attorneys, to give a certificate in reference to this loss. I declined to do so for the reason that I did not know Mr. Francis, and could not give a certificate in regard to his character without knowing more of him; and I did not know the cause of the fire, and I do not know now.

(Signed) JAMES R. KIDD.

Plaintiff next read the deposition of George Harding:

Interrogatory 1. A you acquainted with the parties to this suit?

2. If you say you are acquainted with John R. Francis, please state how long you have know him.

3. Are you acquainted with the general reputation of John R. Francis, plaintiff in this suit, for truth and veracity in the neighborhood in which he lives?

193 4. If you say you are acquainted with the reputation of John R. Francis for truth and veracity in the neighborhood in which he lives, would you believe him on his oath in a court of justice?

5. Do you or not know anything in regard to the stock of goods and groceries which the said J. R. Francis had in the city of Aberdeen, Monroe County, Mississippi, and which he carried to that place some time about the month of June, 1865? If yes, please state all you know about the purchase of the goods and groceries; from whom they were purchased; the amount and quality of the same; and your means of knowing.

DAVIS, HAUGHTON & GHOLSEN,
*Attorney for Plaintiff.*

Ans. 1st. I know John R. Francis, the plaintiff; I know the insurance companies by hearsay; may have talked with an agent of said company.

Ans. 2. Over twenty years.

Ans. 3. Yes.

Ans. 4. Yes.

Ans. 5. John R. Francis and myself bought the goods and groceries together, in Cincinnati, Ohio, on or about from 20th to 23 day of

194 May, 1865, and we paid cash for said goods and groceries, about the sum of fifty-seven hundred dollars for them at the time of purchase, ($5,700$\frac{00}{100}$;) it might be a little less—a few dollars, I think. Chambers, Stevens & Co., McCrady & Co., and others, whose names I cannot now recollect, and four (4) other houses of which said goods were purchased; I have no means at my command now to tell the names of the firms the goods were purchased; we purchased the largest amount of dry goods at Chambers, Stevens & Co., that is, more than any other

house; I think the amount bought of them was near ($3,000.00) three thousand dollars' worth; I never had any bills in my possession, nor any books acc. of the several purchases; the bills were in the hands of Mr. Francis. The quality of the goods were medium. I was present at the purchase and payment of said goods; I am no goodsman; they are the only stock of goods I ever helped buy. About the last of June, 1865, I sold my entire interest in said goods and groceries to J. R. Francis.

During the time I had any interest in the goods and groceries,
195 I was not at Aberdeen, Mississippi. Afterwards, about July the last, I was there in Aberdeen same year, (1865.)

*Cross-interrogatories for George Harding.*

Cross-int. 1. If you state you know the general reputation for truth and veracity of John R. Francis, state whether or not you ever heard his honesty questioned, or any suspicion cast upon his reputation for truth and veracity. Do you not know that in Edgar County, Illinois, there is a difference of opinion as to the character of John R. Francis, for truth, honesty, and fair dealing? State all that you may have heard derogatory to the character of said Francis.

Cross-int. 2. Were you ever associated with J. R. Francis, in buisiness at Aberdeen, or Eastport, Miss.? If so, state who was the acting member of the firm at the different places, who managed the buisiness of the concern, and who purchased? If the partnership matters have been settled, state whether to your satisfaction, and whether you are fully convinced in your own mind that Mr. Francis dealt with you perfectly honestly and fairly.

Cross-it. 3. Where you ever in partnership with J. R. Francis, in the city of Aberdeen, Miss.? If yea, state at what time said partner-
196 ship commenced; and if dissolved, at what time. State with what amount of capital did the firm of Harding and Francis commence buisiness in the city of Aberdeen; how much cash, and what amount of goods purchased on credit, and what was the amount of sales and expenses.

Cross-int. 4 If you state, in answer to 5th int.-in-chief, that you have knowledge of the stock of goods and groceries that J. R. Francis had in the city of Aberdeen, state what amount was boots and shoes; what amount hardware; what amount hats and caps; what amount clothing; what amount groceries, and what amount drugs. State from whom said merchandise was purchased; whether or not J. R. Francis could at this time obtain certified copies of the original invoices from the parties from whom purchased.

Cross-int. 5. Is John R. Francis a man of family? If yea, state who composes it.

Cross-int. 6. Do you know Mrs. J. M. Stone, or the name of the lady who was engaged in the buisiness of milliner over the store of J. R. Francis, in the city of Aberdeen. If yea, state what relation she bore, or is said to have sustained, to John R. Francis.

197 Cross-interrogatory 7. Are you now associated with J. R. Francis in buisiness of any kind; and if associated with him at any time, state times and nature of buisiness.

Cross-int. 8. Have you any interest in the event of this suit, either as a creditor of Francis, or otherwise?

HOUSTIN & REYNOLDS,
*Attorneys for Complainant.*

Ans. 1. Never heard anybody question his truth and veracity. I consider him an honest and fair dealer. I do not know there is any difference of opinion as to John R. Francis, for truth, honesty, and fair dealing. I heard Key, of Cincinnater, Ohio, say some things about Francis; about what Francis owed Chambers, Steven & Co., when he thought they were about to lose their debt. This was after said Francis was burned out at Aberdeen, Mississippi, as I was informed, and when he was laboring under a misunderstanding of the facts. I have since had a talk with Key, and he says he is satisfied that he was mistaken. Mr. Key was one of the firm of Chambers, Steven & Co., as I understand it, and his remarks only applied to Francis for failure to pay at the time the debt was due.

198 Answer 2. I was at both places, and John R. Francis was the acting member of the firm, and I was acting too; and J. R. Harding, my son, was acting nearly all the time for us agent or clerk. The goods and groceries have been previously answered; they were bought from about the 20 to 23 day of May, 1865, and we were in the cotton trade from March, 1865, to August, 1865; as to the dates of purchase of cotton, I cannot give with exact dates. Partnership matters have been settled not fully to my satisfaction, and I believe that he acted honestly and fairly, as far as I know; I know nothing to the contrary.

Answer 3. We were in buisiness there together, and in goods buisiness in Aberdeen, Miss.; we dissolved June, 1865, about the last of June; and went home about the middle of June, 1865. The goods and groceries purchased in Cincinnati, in May, 1865, went there; I know nothing to the contrary; were no goods bought on credit, and all we purchased cost about $5,700 00. I do not know the amount of sales and expenses. I sold my entire interest to John R. Francis.

Ans. 4. I have fully answered as to quality of goods and when
199 purchased, as fully as I can give the same, in my examination-in-chief. I do not know whether can get certified copies of the invoices or not. He might or might not; I can't tell. If I remember all the names, I might tell; but I do not know whether they keep a book account or not.

Ans. 5. Yes; I cannot tell; his wife and 4 or 5 children; I cannot tell the number—how many—exactly.

Ans. 6. I saw a lady at Cincinnati, Ohio, and Lousville; came there to buy millinery goods; she called herself Janny Stone; I never saw her or heard of her before; I don't know that they are any; I think she called him Uncle John.

Ans. 7. We are not; I have been, as before states; value of buisiness commenced with amount of money betwen from $40,000 to $50,000, being capital employed.

Ans. 8. None; only a creditor of J. R. Francis; he owes me balance on partnership buisiness.

(Signed) GEORGE HARDING.

Plaintiff next introduced deposition of A. S. Levy:

Int. 1st. What is your name, occupation, residence, and age?

200 Ans. A. S. Levy; auctioneer by occupation; age, 44 years; and residence, Memphis.

Int. 2. Did you receive some goods from J. R. Francis in February, 1866? If so, are the bills hereto annexed, marked Exhibit A, the original receipts for said goods you received from said Francis?

Ans. I did; they are, with the exception of a bill for pistols, amounting to four hundred and forty-two $\frac{44}{100}$ dollars; the goods mentioned in

these bills are all the goods I ever received from Francis, or his agent, Mrs. H. C. Stone.

Int. 8. Have you made a deposition in the case before in behalf of the defendant?

Ans. I have.

And further this deponent saith not.

(Signed) A. S. LEVY.

*A. S. Levy & Co.*

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| No. | 702 | 4 | cassimere | coats | | 15 | 75 |
| " | 118 | 3 | " | " | | 20 | 00 |
| " | 67 | 5 | " | " | | 18 | 00 |
| " | 94 & 95 | 3 | " | " | | 18 | 00 |
| " | 855 | 6 | " | " | | 7 | 20 |
| " | 743 | 6 | overcoats | | | 27 | 50 |
| " | 718 | 6 | " | " | | 20 | 00 |
| " | 369 | 3 | " | " | | 18 | 00 |
| " | 1964 & 1963 | 6 | pants & 5 | vests | | 18 | 00 |
| " | 1722 | 6 | " | pants | | 7 | 20 |
| 201 " | 729 | 6 | " | " | | 9 | 25 |
| | 1750 | 5 | " check | " | | 8 | 00 |
| | 1731 | 6 | " 4 | " | | 11 | 00 |
| | 1283 & 1675 | 6 | " 6 | vests | | 15 | 00 |
| | 1611 | 6 | " | pants | | 6 | 00 |
| | 1263 & 1686 | 5 | " 4 | vests | | 14 | 35 |
| | 1259 & 1594 | 6 | " 6 | " | | 9 | 75 |
| | 1260 & 1233 | 3 | " 3 | " | | 9 | 75 |
| | 7131 & 112 | 6 | " 6 | " | | 12 | 00 |
| | 1591 | 3 | " | pants | | 7 | 20 |
| | 1736 & 1345 | 5 | " 5 | vests | | 28 | 00 |
| 147 & 107 & 129 | | 12 | " | | | 3 | 25 |
| | 1296 & 1689 | 6 | " | pants, 6 vests | | 12 | 00 |
| | 1337 | 4 | velvet | | | 8 | 00 |
| | 1327 | 6 | " | " | | 8 | 00 |
| | 1753 | 2 | " | " | | 3 | 60 |
| | 315 | 12 | Sontags | | | 22 | 50 doz. |
| | 119 | 12 | hoods | | | 22 | 50 " |
| | 299 | 12 | " | | | 22 | 80 " |
| | 959 | 11 | Sontags | | | 21 | 50 " |
| | 65 | 1 | peece 56 yds. | lincy | | | 90 |
| | | 1 | " 61 | " | " | | 65 |
| | 45 | 1 | " 433 | " | " | | 75 |
| | 250 | 5 | nett jackets | | | 2 | 85 |
| | | 1 | peece b'k | cloth, 11¼ yds. | | 4 | 66 |
| | | 1 | " drab | 23½ | " | 4 | 20 |
| | | 12 | hoop skirts | | | 7 | 50 |
| | 200 | 12 | " | " 10 springs | | 6 | 50 |
| | | 1 | peece poplin, | 30 yds. | | | 70 |
| 202 | | 1 | " b'k lawn | 22 | " | | 58 |
| | | 1 | pece 32 yds. | muslin | | | 50 |
| | | 1 | " 50½ | " lawn | | | 60 |
| | | 1 | " 39 | " | " | | 50 |
| | | 1 | " 39½ | " | " | | 50 |
| | | 1 | " 39½ | " | French lawn | | 50 |
| | | 1 | " 50½ | " | col. m'z. cloth | 1 | 55 |

A. S. LEVY & CO.

YANCY.

Rec'd, Memphis, Tenn., February 28, 1868, of J. R. Francis, the following invoice of goods, to be sold at auction.

A. S. LEVY & CO.

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| No. | 1 | 14 | ladies' hats | | | 18 | 00 |
| | 2 | 4 | " " | | | 11 | 00 |
| | 3 | 2 | " " | | | 6 | 00 |
| | 4 | 2 | ch'd's caps | | | 4 | 00 |
| | | 5 | bl'k vales | | | 2 | 00 |
| | | 30 | nets | | | | 75 |
| | | 4 | wh't. ent. h'dk'fs | | | | 31 |
| | | 18 | yds. bugle lac | | | 3 | 75 |
| | | 2 | bunches gilt wheat | | | 2 | 00 |
| No. | 1600 | 1 | pece wh't. | ribbon | | 8 | 00 |
| | 60 | 1 | " " | " | | 10 | 00 |
| | 1400 | 1 | " blue | do | | 7 | 00 |
| | 2100 | 1 | " straw-col'd | do | | 10 | 50 |
| No. | 1300 | 2 | " bl'k & wh't. | do | | 6 | 50 |
| 203 | 1500 | 1 | " " " | do | | 7 | 50 |
| | 550 | 4 | " ast'ed col'd | do | | 2 | 50 each. |
| | 400 | 2 | " " " | " | | 2 | 00 " |
| | 850 | 2 | " bl'k & wh't. | " | | 4 | 25 " |
| | 600 | 6 | " as't col'd | do | | 3 | 00 each. |
| | 500 | 1 | " purple | do | | 2 | 75 |
| | 40 | 1 | " wh't. | do | | 10 | 00 |
| No. | 180 | 1 | pece wh't. | ribon | | 4 | 00 |
| | 23 | 1 | " col'd | do | | 5 | 00 |
| | 400 | 3 | " bl'k & col'd | do | | 2 | 00 |
| | 300 | 2 | " col'd | do | | 1 | 50 |
| | 2 | 15 | " taffety | do | | | 75 |
| | 1100 | 2 | peces belting | | | 5 | 50 |
| | 500 | 5 | " " | | | 2 | 50 |
| | 900 | 1 | " " | | | 4 | 50 |
| | 400 | 2 | col'd ribbon | | | 2 | 00 each. |
| | 200 | 1 | " " | | | 1 | 00 |
| | 14 | 2 | velvet do | | | 5 | 00 each. |
| | 12 | 2 | do do | | | 4 | 50 |
| | 0 | 2 | d do | | | 2 | 75 |
| | 5 | 3 | do do | | | 2 | 50 |
| | 4 | 3 | do do | | | 2 | 00 |
| | 2 | 5 | do do | | | 1 | 00 |
| | 1 | 5 | do do | | | | 50 |
| | 5½ | 3 | wh't.edg.do | | | 4 | 00 each. |
| | 4½ | 3 | " " " | | | 3 | 75 |
| | 3½ | 2 | " " " | | | 3 | 00 |
| | 2½ | 3 | " " " | | | 2 | 00 |
| 204 | 1½ | 3 | " " " | | | 1 | 50 |

*Exhibit "A," A. S. Levy & Co.*

Am't b't over:

| | | | | | |
|---|---|---|---|---|---|
| No. | 1½ | 1 | peice gilt edge ribon | 2 | 00 |
| | | 3 | bunche gold cord 2, 2 00; 1, 1 00 | 5 | 00 |
| | 1400 | 2 | dz. yds. bl'k lace | 1 | 50 dz. |
| | 1000 | 1½ | " " " " | 1 | 00 " |
| | 1400 | 2 | " " " " | 2 | 50 " |
| | 2000 | 2 | " " " " | | 00 " |

| | | | | | |
|---|---|---|---|---|---|
| 800 | 2 | " " " " | 4 00 | " |
| 1715 | 2 | " pieces wh't. lace | 3 00 | " |
| 1650 | 1 | " " " " | 3 00 | |
| 1660 | 4 | " " " " | 4 00 | |
| | 2 | peces 3 yds. wh't. tarlton | 50 | |
| | 2 | " 31 " blue " | 35 | |
| | 20 | yds. wh't. allusion | 50 | |
| | 3 | bundles shenel | 1 00 | pr. |
| | 3 | " shell beads | 2 00 | point. |
| No. 10 | 1 | box gold-washed ornaments | 2 50 | |
| | 1 | lot as't " | 4 00 | |
| | 1 | bunch glass beads | 50 | |
| | 2 | spools G. & S. lace | 1 00 | |
| | 20 | wh't. roses, pr | 4 00 | |
| | 9 | bundle wreaths | 1 00 | |
| | 3 | breast breds | 75 | each. |
| No. 5 | 4 | bundles French flowers | 2 75 | |
| 6 | 3 | do. do. do | 2 75 | |
| 7 | 2 | do. do. do | 2 00 | |
| 8 | 1 | do. do. do | 3 00 | |
| 205 9 | 1 | do. do. do | 3 00 | |
| 1 | 1 | do. do. do | 2 00 | |
| 1250 | 6 | Inglish straw bonnets | 2 50 | |
| | 4 | black bonnets | 3 00 | |
| 6 | 2 | 6 plat. do | 1 50 | |
| 4 | 4 | Nepolitan bonnets | 4 00 | |
| No. 500 | 2 | fancy straw do | 3 00 | |
| 7 | 2 | trim'd gilt bonnets | 6 50 | |
| 5 | 1 | velvet do | 15 00 | |
| 8 | 1 | wh't. do | 12 00 | |
| 9 | 1 | do | 6 00 | |

Francis.

| | | | | |
|---|---|---|---|---|
| | 4 | peces tinsel cord | 3 00 | |
| | 1 | " cable do | 6 00 | |
| | 2 | " blue do | 2 00 | |
| | 13 | dz. tassels | 1 10 | dz. |
| 1 | 1 | card cork, am't | 2 50 | |
| 2 | 2 | " " " | 3 50 | |
| 3 | 2 | " " " | 6 00 | |
| 4 | 1 | " " " | 6 10 | |

This was all the testimony offered by the plaintiff.

206 The defendant then read to the jury the deposition of Henry D. Spratt.

207 *Exhibit attached to H. D. Spratt's deposition.*

Application of John R. Francis, of Aberdeen, State of Mississippi, for insurance against loss or damage by fire, for the period of six months from 17 day of January, 1866, to 17 day of July, 1866, at noon, by the Germania Fire Insurance Company, the Hanover Fire Insurance Company, the Niagara Fire Insurance Company, and the Republic Fire Insurance Company, all of the city of New York, in the sum of dollars, (one-fourth of the said sum to be insured by

each of the above-name companies,) upon the property blow specified, the value of the same being estimated by the applicant on stock of dry goods & groceries. The above-mentioned property being situated as follows: on north side Commerce Street, between Maple and Meridian Streets, Aberdeen, Mississippi.

Cash value, $ Sum to be insured, $10,000.

| | | |
|---|---|---|
| Title. | Is your title to the above property absolute? State its nature and amount. If the survey for insurance is on building, state if the same is situated on ground held by you in fee simple, or on a lease. If on a lease, when will said lease expire? | Yes. |
| Building. | When was it erected? Is it stone, brick, or wood? | Brick; some 10 or 15 years. |
| 208 | What are its dimensions, and number of stories high? | 60 ft. x 25 ft.; 2 stories high. |
| Occupation. | For what purpose is the building used, and how many tenants are there? | Dry goods below; one milliner above, but about quitting. |
| Fires. | Have the premises ever been on fire; if so, when, and how did it originate? | No. |
| Cash value. | What is the present cash value of the property to be insured? | Seventeen thousand dollars. |
| Incumbrance. | What incumbrance, if any, is now on the property? | None. |
| Additional insurance. | What other insurance, if any, is there on the property to be insured, and in what office? | None. |
| Inventory. | How often is account of stock taken? | Once in 12 months. |
| | When was it last taken, and how much at a cash valuation did it reach? | June, 1865; $7,000; added since, 12,000 to $15,000. |
| Average value. | What is the annual average value of the stock? | At least $17,000. |

Dated January 17, 1866.

J. R. FRANCIS, *Aplicant.*

| | | |
|---|---|---|
| North. | ..... ..... | 1 small frame unoccupied, belonging to same owner of house and lot. |
| South. | ..... ..... | Commerce street, 100 ft. wide. |
| East. | ..... | Adjoining 2-story brick grocery store, class C. |
| West. | ..... ..... | Adj. Adams, Spratt & Co. b'k'g-house, which is class A. |
| Walls. | Are the outside walls brick or stone? How thick are they? | Brick. |
| 209 | Are any of the walls entire or without openings? If so, at what | East & west, except windows up stairs on |

| | | |
|---|---|---|
| | points of compass are they? | west side; W. & south ends. |
| | Do any of the walls rise above the roof? If so, at what points of compass are they? | South parapet, west parapet. |
| | Are there any wood sub-divisions? | Three apartments cut off up-stairs, but all under control of same insurer. |
| Roof. | What is it covered with? | Tin. |
| | Is there a scuttle, and stairs to it? | No. |
| Gutters. | Are they stone, metal, or wood? | Tin. |
| Stoves. | If used, how many? What is under them? | One stove up stairs on brick; not now used, but safe if used. |
| Pipe. | Is it in good order? | Yes. |
| | How near does it come to any woodwork? | Not near enough to be dangerous. |
| | Does it enter a chimney? | Goes through side of house, not near wood. |
| | Is the chimney built from the ground? | Yes, and fire places in back room below. |
| Fuel. | What kind is used? | Wood. |
| Ashes. | How are they disposed of? | Carried off to a safe distance. |
| Lights. | What kind is used? | Candles. |

From a personal examination I find the above to be the situation and condition of the premises named in this application.

H. D. SPRATT, *Agent.*

Aberdeen, Miss., agency; date, January 17, 1866; rate, 158; am't ins'd, $10,000; premium, $158, for six months.

210 *Deposition of Henry D. Spratt.*

Int. 1st. What is your name, age, residence, and occupation?

Ans. My name is Henry D. Spratt; age, about 51 years; residence, Aberdeen, Miss.; occupation, a banker and insurance ag't.

Int. 2d. Do you know John R. Francis, and how long have you known him?

Ans. I am acquainted with John R. Francis. I became acquainted with him some time in 1865; to the best of my recollection, about the latter part of that year.

3rd. Who was the agent of the defendants in the city of Aberdeen, Miss., in 1865 and 1866?

Ans. [Ans.] I was, and am yet.

4th. Did Jno. R. Francis, in 1866, make an application to you, as agent of defendants, for insurance on a stock of dry goods and groceries in Aberdeen, Miss.? If yea, state what time; and was said
211 application in writing, and if in your possession, annex the same to your deposition with some distinguishing mark, and what you did with said application.

Ans. He did make application to me, as agent of defendant, for insurance on the 17 day of January, 1866; said application was in

writing, and is now in my possession, signed by said Francis, and has my signature on the back of it as agent; and I hereto attach the same. Upon that application I issued a policy, No. 23, countersigned by me, and handed the same to Francis.

5th. Does said written application attached to your answer contain the whole and sole representation made by Francis to you of the property insured, the nature of the risk, the value, and the manner in which the premises were used and occupied? If not, state what other representations were made.

Ans. The written application refered to contains the whole and sole representations made by said Francis.

212 6th. In said written application, Francis, in the reply to the question, "What is the present cash value of the property to be insured?" answers, seventeen thousand dollars. What was the basis of that valuation?

Ans. One mode of valuation was 10 p'r cent. on original cost when purchased. I do not recollect to have told Mr. Francis of this, and don't know what was the basis of his valuation.

7th. Did you, at the time of said application and the issuance of said policy, have any information or knowledge, except from Francis, of the value of said stock of dry goods and groceries insured?

Ans. I did not.

8th. What proportion of the value of the stock of dry goods and groceries were you willing to insure against loss by fire?

Ans. I would not insure more than ten thousand dollars ($10,000) on a stock of goods of the value of seventeen thousand dollars, for

213 any one. My instructions are not to insure for more than three-fourths of the value of property insured. And that is the

Excluded. general instruction of all insurance companies, against fire risks on stocks of merchandise and buildings, as distinguished from "marine risks." In "marine risks" the insurance is to the full extent of the value of property, and sometimes 10 p'r cent. on original costs. I feel that I have some discretion to insure for under the value of three-fourths value of property, but none to insure over that amount, and I usually go under three-fourths.

9th. Why do insurance companies decline generally to take risks on dry goods and buildings in town for more than three-fourths their value, and why in "marine risks" do they insure for their full value?

Ans. The reasons are these: In case of goods and buildings in town, the goods are lessening by sales, and the property is generally

214 under the control of the owners and those insured; in "marine risks" the property is under the control of those who have no interest in it.

10th. Did you know at the time of the application of Francis for insurance, or at the time of the issuance of the policy, or at any other time before the 12th of March, 1866, the contents of the cellar of the building occupied by Jno. R. Francis, or did Jno. R. Francis communicate their contents to you? If yea, state what.

Ans. I did not know the contents of said cellar, and Francis did not communicate the same to me at any time.

11th. Did you at the time of the survey of said premises make a personal examination of the cellar, or any other time afterwards?

Ans. Not at any time that I remember.

12th. Did you know, or did Francis communicate to you at the

215 time of application for said insurance, or at any other time during the existence of said policy, that there was lint cotton and light

wood, or either of them, in the cellar of the building occupied by Francis, and in which was stored his stock of dry goods and groceries insured against loss? What effect would said knowledge or communication by Francis have had upon the rate of premium charged, or upon the policy generally?

Ans. I may have known that there was light wood in the cellar. If I had known it it would have made no difference so far as his policy of insurance was concerned. I did not know at any time that there was any cotton in his cellar, and he, Francis, never communicated it to me, and did not at the time of his application to me for insurance. If I had known it at the time of his application to me for insurance, I would not have taken the risk, and if it had been communicated to me after-
216 wards I would have cancelled his policy.

13. Would lint cotton in the cellar of Francis' building have materially increased the risk of loss by fire?

Ans. So much so that I would not have taken the risk.

14. When an account of stock is taken by a merchant, what is the basis of valuation?

Ans. Original cost.

15. Did you take any other risks on stocks of dry goods in Aberdeen the same year; and, if so, what was the basis of valuation?

Ans. I did take other risks the same year in Aberdeen, and
Redacted. the basis of valuation was original costs. I estimate the "original costs" as the invoice price, with about 10 p'r cent. added.

16. Did Mr. Francis, previous to the 17th day of January, 1866,
217 have any other insurance on his stock of dry goods and groceries that you know of?

Ans. None.

17. Do you know the general reputation, for truth and veracity, of Jno. R. Francis in the neighborhood in which he lived in the year 1865 and 1866? If yes, state what that reputation is. Is it good or bad?

Ans. I do know his general reputation. In the year 1865, so far as I know, it was good; but in the year 1866 it was not good. I heard nothing said against him till after the burning of his storehouse, and after that time I heard a great deal of him that was very bad.

18th. From your knowledge of the general character of Jno. R. Francis, would you believe him on his oath in a court of justice?

Ans. I would not, so far as my knowledge extends.

218 Cross-examination:

Cross-int. 1st. After the application for the policy by Jno. R. Francis, and before you issued the same, did you not go in the house and on the premises, and make an examination; and did you not have full access to all parts of the house, including the cellar?

Ans. I went into the house and on the premises, and had access to all parts of the building, but did not go into the cellar.

2d. Were you not frequently in the house after the issuance of the policy and before the burning?

Ans. I may have been often, but do not remember of being in the house only once before the burning and after the policy was issued.

3rd. What does the number "23" on the policy you issued to Jno. R. Francis mean?

219 Ans. It means the 23rd policy that I had issued for the company for which I was then agent. I mean 23d fire policy—policies I had issued in and about Aberdeen.

4th. Did you ever hear any one speak disparagingly of Jno. R. Francis?

Ans. I do not remember of hearing any one so speak of him till after the said burning.

5. Who did you first hear speak disparagingly of him, where is he, and has he or not left the country, and, if yea, when?

Ans. I do not remember the man's name who I so heard speak of Francis. He said he was an officer in the U. S. army, at East Point, and he lived at Mrs. Donaldson's, near Egypt.

6. State whether you were not acquainted with him at the time,
220 and whether or not he spoke voluntarily of Francis to you.

Ans. I was not acquainted with him. His remarks to me concerning Francis were voluntary.

7. Has he or not left the country?

Ans. I have not seen him since.

8th. Who else have you heard speak of him, and if any one, where and when?

Ans. I do not remember who all I have heard speak of him; it has been a kind of general rumor or talk.

9th. If the cotton spoken of as having been in the cellar had been there at the time of the application for the policy, well and tightly nailed up in boxes, would that have made any difference in your issuing the policy?

Ans. Not if the cotton had been nailed up closely, nailed up in
221 a box or boxes, so sparks of fire could not reach it. I never at all anticipated cotton being there.

10. Did you explain to any of the policy-holders in Aberdeen that you insured, before you issued the policy of Jno. R. Francis, your mode of valuation on their stocks of goods to be insured?

Ans. I do not remember that I ever explained my mode of valuation, but asked them what amount of goods they had bought.

H. D. SPRATT.

Defendant next read to the jury the deposition of M. P. Eddo.

222 *Deposition of M. P. Eddo.*

Int. 1. What is your name, age, residence, and occupation?

Ans. My name is M. P. Eddo; near 60 years of age; residence, near Aberdeen, Miss.; occupation at present, a farmer.

Int. 2d. Were you ever a merchant, and how long have you been so engaged?

Ans. I have been a merchant, and twenty years of my life have been so engaged.

Int. 3d. Did you, in December, 1865, or January, 1866, have any conversation with J. R. Francis, in reference to a purchase of his stock of merchandise, in Aberdeen, Miss.? If yea, state time and at what price Francis offered said goods, and, if you examined the same, your estimate of their value.

Ans. I had such a conversation; the time was in the first of the winter, 1866. Mr. Francis bantered me to buy his goods. At one of the times he proposed to let me have his stock of goods at 6-(75c)
223 on invoice price on the dollar. I did not particularly examine his goods; I looked through them some. Mr. Francis gave me his private cost-mark. At that time I did not come to any conclusion of the value of the stock, except from his, Francis', statement. He stated that the invoice cost of the goods in New York would be about twelve thousand dollars.

Int. 4th. After the conversation refered to, were you over in the store

of Mr. Francis? If yes, how often before the burning of said store, before the 12th of March, 1866, and, if you know, state the value of said stock of goods, about the time of the burning, and fully your means of information; if any goods had been removed, state how you know the fact.

Ans. I was in the store of Mr. Francis, after the conversation referred to, frequently—not very often. I do not know the value of said stock of goods about the time of the burning, not having invoiced the goods; but my opinion is there was not more than half the amount of goods in his store that was in it when he tried to sell to me. My opinion is based upon the following facts: There was a handsome lot of gentleman's clothing in the storehouse of Francis when he offered to sell to me, but it was not there at the time of my last visit to his storehouse. In my last visit to his storehouse, I also noticed that the heavy goods had almost entirely disappeared. I was in Francis' house once every week or two, up to the time of the burning.

Int. 5th. State whether or not the storehouse in which you saw these goods was subsequently burned. Was it brick or wood? If brick, were the walls left standing? Did you, shortly after the fire, look amongst the ruins, and did you see the burned remains of pistols? If so, how many?

Ans. The house in which I saw the goods was subsequently burned—about the 12 of March. The house was a brick house; a portion of the wall was left standing; the front wall was left standing; the front wall had fallen; a good portion was left standing. I never examined, but merely looked, standing near. I did not see the burned remains of any pistols.

Int. 6. Do you know the general character of Jno. R. Francis for truth and veracity in the neighborhood in which he lived in the year 1865 and 1866? What is that reputation?

Ans. I believe I do; it was very good.

Cross-examination:

C.-int. 1. You state that after Mr. Francis bantered you to buy his goods, and before the burning, in your opinion, one-half the stock disappeared. Upon what evidence do you base that opinion? How often were you in the store? How long did you remain at any one time during any of your latter visits? Did you make any critical examination of said stock of goods? Did you take any goods off the shelves, out of the drawers, trunks, or boxes?

Ans. I base that opinion upon the fact that the heavy goods and the clothing had principally disappeared. I was in the store, say once every week or two. I remained from ten to twenty minutes, or perhaps a half hour. I only made one critical examination, and that was the first one spoken of. In my subsequent visits I took no goods out of the shelves, trunks, boxes, &c.

C.-int. 2. How do you know that the heavy goods, of which you speak, in your latter visits were not in the storehouse of Francis?

Ans. I can only say I did not see them. They may have been in the cellar, up-stairs, in boxes or trunks.

M. P. EDDO.

Defendant next introduced the deposition of L. B. Moore, jr., as follows:

*Deposition of L. B. Moore, jr.*

Int. 1st. What is your name, age, residence, and occupation?

Ans. My name is L. B. Moore; age, twenty-seven; residence, Aberdeen, Miss.; occupation, merchant and farmer.

Int. 2d. Did you know Jno. R. Francis; and do you know, in the first part of 1866, he was offering a stock of goods in Aberdeen, Miss., for sale in a lump? If he exhibited any anxiety in reference thereto, state how and in what manner; and if you had any conversation with him in reference thereto, state it.

Ans. I did know Jno. R. Francis. In the first part of 1866 he was offering his stock of goods in Aberdeen, Miss., for sale in a lump. He exhibited some anxiety thereto by offering to deduct 10 p'r cent. from his invoice costs; and he offered me one thousand dollars to assist him in a trade for the stock of goods with Mr. Jno. Blevins.

228 Cross-examination:

Cross-int. 1st. Did Jno. R. Francis offer you one thousand dollars to assist him in making a sale of his stock of goods to Blevins, or one thousand dollars if you would sell the goods to Blevins for him; and were you not thus engaged in Aberdeen, Miss., in the auction and commission business?

Ans. He offered me one thousand dollars to assist him in making the trade to Blevins for his, Francis', stock of goods. I was then in the auction and commission business. I did not accept the offer.

Cross-int. 2nd. Did you, in this conversation alluded to, tell Francis that you believed you could sell the stock of goods to Blevins, with whom you were intimate, and was not that the cause or reason for his offering you the one thousand dollars?

Ans. I did not tell Francis that I believed I could sell the stock
229 of goods to Blevins. I did tell him, Francis, that I was intimate with Blevins. I believe my intimacy with Blevins was the cause, but I don't know it.

L. B. MOORE, Jr.

Defendant next read to the jury the deposition of John B. Sims.

*Deposition of Jno. B. Sims.*

Int. 1st. What is your name, age, residence, and occupation?

Ans. Jno. B. Sims; age, thirty-seven; residence, Aberdeen, Miss.; occupation, clerk.

Int. 2d. Do you know whether Jno. R. Francis, in the first part of 1866, was offering his stock of merchandise in Aberdeen, Miss., for sale in a lump; and if he exhibited any anxiety in reference thereto, state how and in what manner; and if you had any conversation with him in reference thereto, state what.

230 Ans. Of my personal knowledge I do not. Mr. Francis came over to my house and asked me to assist him in makjng a sale to Mr. Blevins. He offered me inducements to help him make the sale to Mr. Blevins. Mr. Francis was a comparative stranger to me; I knew him only by sight.

Cross-examination:

Cross-int. 1st. Were there not other merchants in Aberdeen, about that time, offering their stock for sale; and did not Strong and Cunningham sell to Strong, Moore and Co., and did Losier, or Losier and Co., about the 1st of March, 1866, sell to Dr. Geo. A. Sykes, or Sykes and Whitfield, and did not Harnet, or Harnet & Co., sell out to some party or parties?

Ans. I do not know that other merchants in Aberdeen were about that time offering their stocks for sale in a lump. I think Strong and Cunningham did about that time sell to String, Moore and Co. I think about that time Lozier, or Lozier and Co. did sell out to Dr.
231 Geo. A. Sykes, or Sykes and Whitfield. Harnet and Co. did sell out to some parties or party.

Defendant next read the deposition of G. A. Coulson:

232 UNITED STATES OF AMERICA, *District of Kentucky:*

Be it remembered that on the 28th day of May, 1869, personally appeared before me, presiding judge of the county court in and for the county of La Rue, and State of Kentucky, G. A. Coulson, a witness to be examined in a case now pending in the district court of the United States for the northern district of Mississippi, wherein John R. Francis is the plaintiff and the Germania Fire Insurance Company is defendants; he, being by me carefully examined and cautioned, and duly sworn to testify the truth, the whole truth, and nothing but the truth, deposes and says:

Int'ory 1st. What is your name, age, residence, and occupation?

Ans. My name, G. A. Coulson; my age, thirty-three years; my residence, Hodgenville, La Rue County, Ky.; my occupation, a school-teacher, and preacher of the gospel.

Intr. 2nd. Where did you reside in the spring of 1866, and in the winter of 1865 & 1866; and in what business or employment were you then engaged?

233 Ans. I resided in the first part of the spring of 1866 in Aberdeen, Mississippi, and in the latter part in Tuscumbia, Alabama. In the winter of 1865 and 1866 I resided in Aberdeen, Mississippi; I was preaching, and trading some in cotton and dry goods, &c.

Intr. 3rd. Did you know John R. Francis, the plaintiff in this action; when and where did you first know him; and did you know him in the winter of 1865 and 1866, and in the spring of 1866; if so, where did you know him, and in what was he then engaged?

Ans. I knew John R. Francis, the plaintiff in this action. I first knew him in the summer of 1865, at Aberdeen, Mississippi. I knew him in the winter of 1865, & '6, and in the spring of 1866; he was then engaged in the business of selling goods in Aberdeen, Mississippi.

Intr. 4th. Do you know anything of the value of the stock of dry goods and other merchandise of John R. Francis in the city of
234 Aberdeen, State of Mississippi, about the last of January, 1866, and up to the 12th of March, 1866? How did you acquire a knowledge of the value of them? If Francis ever offered to sell said goods, state at what time the offer was made, and all the circumstances attending such offer, and whether the offer was of all his goods of any kind. State at what he offered them and in what kind of money, also what they were worth at that time in currency. Do you know whether he afterwards reduced his stock of goods before the 12th of March, 1866, and, if so, how, and to what extent? State also whether you know of his offering his goods to any one afterwards for less than he offered them to you.

Ans. I have some idea of the value of the goods and merchandise of John R. Francis, in Aberdeen, Mississippi, from January, 1866, to March, 1866; I proposed to purchase his goods, and with this view examined them carefully. Francis offered to sell them to me. On the 30th day of January, 1866, he proposed to sell me the entire stock of goods on hand, reserving the milliner's stock that was up-stairs, for three thousand

235 or three thousand five hundred dollars in gold. The only reason we did not trade was, that a friend of mine, W. B. Evans, told me the goods were not worth that much, and refused to furnish me the money. I suppose the goods were worth in currency six or seven thousand dollars; this would be my highest estimate of the value of the goods. I do not know that he reduced his stock of goods before the 12th of March 1866; but about the first of March he told me he could sell them to me for less than he had offered them to me before. I know nothing of his offering them to any other person.

Intr. 5th. State whether you are a merchant by profession, or was educated to that business; and, if so, were you in Jan., Febr., and March, 1866, a judge of goods and their value, and at what time, if at all, did you examine said goods. Was your examination of the goods careful and strict? State where you last had any knowledge of said goods. If you know or heard of Francis reducing his stock

236 of goods between the last of January, 1866, and the 12th of March, 1866, state, if you know, how he reduced them. If by sales at retail or wholesale, state to what extent. If by shipments to any point, state to what extent. State all you know about the matter tending to show that goods were shipped from Aberdeen by Francis, between the last of January, 1866, and the 12th of March, 1866.

Ans. I am not a merchant by profession, and was not educated for that business. I was thought to be a pretty good judge of goods and their value; I examined the goods on the 30th day of January, 1866. My examination was tolerably careful. I last had a knowledge of the goods on the 6 or 7 of March, 1866.

237 Intr. 6th. State anything else you may know that would benefit defendants in this suit.

Ans. I have stated above all I know about the matter.

G. A. COULSON.

THE STATE OF KENTUCKY, *La Rue County:*

I, J. F. Cepenu, presiding judge of the county court in and for the county & State aforesaid, do certify that the foregoing depositions of G. A. Coulson was taken by me, at my office in Hodgenville, Kentucky, and reduced to writing by me; and after being read over to said witness, signed by him, and sworn to by him before me in my presence.

I do further certify that the said G. A. Coulson, witness, resides more than one hundred miles from Oxford, Mississippi, the place of trial of the above-stated cause; that no notice of the time and place of taking said deposition in said cause, or notice for the attendance of the opposite party, nor was any attendance made by them for the——

238 Defendant next read the deposition of George A. Sykes, as follows:

Int. 1st. What is your name, residence, age, and occupation?

Ans. Geo. A. Sykes is my name; my residence is Aberdeen, Miss.; my age is sixty-three; I am a farmer, retired physician, and trader generally, likewise a merchant.

Int. 2nd. Do you know John R. Francis, and in what busines was he engaged in 1865 and 1866, and where?

Ans. I know John R. Francis. He was engaged in business in Aberdeen, Miss., the latter part of 1865 and the early part of 1866.

Int. 3rd. State whether, in the early part of 1866, you examined the stock of goods of Jno. R. Francis, in Aberdeen, Miss. If yes, state for what purpose you examined the same, your estimate of their value, and

the estimate of their value by Mr. Francis, and, as near as you can recollect, the time of the year.

239 Ans. I made a superficial examination of the goods with a view of trading for them; I put no estimate on them, not being a judge of the value of goods; being entirely unacquainted with that kind of business. The negociations for a sale of the goods was pending between Mr. Francis and me some time—for two or three weeks. Towards the close of the negociation he offered me the entire stock of goods then on hand for eight thousand dollars, to the best of my recollection. I had Mr. Weiler and Mr. Cunningham to examine the stock of goods to ascertain their value. This was the last of February, or the first of March, 1866.

Int. 4th. State, as near as you can recollect, how long before the fire that consumed Francis' store, he offered you his entire stock of goods and groceries at eight thousand dollars.

Ans. It did not exceed two weeks, to the best of my recollection.

240 Int. 5th. If yea, ever heard John R. Francis, in February or March, 1866, say that he had removed, or was about to remove, his stock of goods, or any part thereof, away from Aberdeen, Miss. If yea, state the time of said conversation, to what place or places the goods had been or were to be removed, and the value of the same. State fully such conversation.

Ans. I heard John R. Francis, in Feb. or March, say that he would seand a part of his goods to Memphis; which part was clothing. I do not know the value of same; I saw the goods boxed up; Francis said he would send them to Memphis; he said, in one of those conversations, to the best of my recollection, that he intended sending part of his stock to Mobile. I do not know the amount of the goods, or their value, to be sent to Mobile. The value of the goods, according to my recollection, to be sent to Memphis, was about four hundred dollars, as stated by Francis.

241 Int. 5th. Do you know whether, in Feb. or March, 1866, Francis manifested any anxiety or desire to sell his stock of goods? If yea, state the cause of that anxiety, and how manifested.

Ans. He did manifest considerable anxiety in February or March to sell his stock of goods. He said his health was not very good, and that trade did not equal his expections, and that he was not doing as well as he expected.

Int. 6th. State at what time Francis' stock of goods in Aberdeen was burned, and how long before said fire were the negotiations between you and him, for the purchase of said stock of goods, broken off, and the reason of their interruption.

Ans. Francis' stock of goods was burned on the 12th of March, 1866. The negotiations between Francis and me were not finally broken off not more than a week or ten days before the burning of Francis' stock of goods. The reason of their interruption was, that I bought out another party, Mr. Lozier, and had no use for Francis' goods.

242 Int. 7. Do you know the general reputation for truth and veracity of Jno. R. Francis, in the neighborhood in which he lived, in the latter part of 1865, and the first of 1866? If yea, state what that reputation was and is.

Ans. I don't know his reputation for truth and veracity.

Int. 8th. Do you know the general reputation of Jno. R. Francis in the neighborhood in which he lived, in the latter part of 1865, and the first of 1866? If yea, state what that reputation is.

Ans. I do; and his general reputation was not good.

Int. 9th. From your knowledge of the general reputation of Jno. R. Francis, would you believe him on oath?

Ans. A man may be very mean, and yet be credible when he
243 comes to swear. I have never liked to discredit any man's oath; it is a very serious thing; I would have to believe him on oath.

Cross-interrogatories:

1st cross-int. In your answer to 3d direct interrogatory, you state that Francis offered you the stock of goods and groceries for eight thousand dollars; state upon what terms, as to payment, said offer was made, and whether you are not a man of known solvency and punctuality in complying with your contracts?

Ans. I am not sure that it was money at the time, or an exchange for the profits in a plantation. I am a man of known solvency and punctuality.

Cross 2d. In the conversation with Francis, in regard to sending the goods to Memphis and Mobile, did he speak of having sent or intending to send the goods there; did you see the goods put in the box, or were they in the box when you saw them; were they goods that had
244 been offered for sale in the house, or were they groceries that had just been received, or do you know; had you ever seen the goods that you saw in the box anywhere else?

Ans. He first spoke of intending to send, and afterwards spoke of having sent, to the best of my recollection; I did not see the goods put in the box; he said they were in the box; I do not know that they were goods that had been offered for sale, but understood from Francis that they were part of the stock; I did not see the goods in the box, and don't know that I ever saw them anywhere else.

Cross 3d. Did you ever make said Francis an offer of the stock of goods spoken of by you; and, if so, what was the offer, and if in money, what amount of money, or anything else; what was it, and at
245 what time?

Ans. I don't positively remember making him an offer for the stock of goods. I might, but I don't recollect it. My object in trading with Francis would have been to give him a part of the profits in my plantation, in order to rid myself of the mismanagement of the plantation.

Cross-int. 4th. State whether you did not offer said Francis ten thousand dollars for said stock of goods, at some time during the negotiation between you and him in relation to the goods.

Ans. I don't recollect that I did. I may have done so; the stock was reduced considerably from the commencement of the negotiation to the close. I don't think I did offer him the aforesaid ten thousand dollars for his stock of goods, my object being not to make a money trade, but to trade my interest in the crop on the plantation. I had my
246 doubts about the good management of the plantation, and think that it was badly managed.

Cross-qt. 5th. At or about the time Francis was offering to sell his goods, in February, 1866, were there not other merchants in Aberdeen, Miss., offering to sell their stock of goods, and did you not buy a larger stock about that time, in Aberdeen, and pay a considerable portion for said goods in uncleared lands in the Mississippi swamp?

Ans. There were other merchants offering to sell at or about that time; I bought a larger stock about that time in Aberdeen; I did not pay for a portion of the stock I bought in uncleared land in the Mississippi swamp.

Cross-qt. 6th. State what was the value or amount of the stock you purchased; how much was paid in cash, and how was the balance paid.

247 Ans. The value of the stock I purchased was twenty thousand dollars; there was six thousand 2 hundred and fifty dollars paid in cash; the balance was paid with my half interest in the cotton crop on my plantation in Monroe County, Mississippi. The trade was for twenty thousand dollars' worth of goods, and if the stock amounted to more on taking inventory, I had the privilege of rejecting the excess over twenty thousand dollars, which I did; I subsequently bought the rejected goods, and paid for them in uncleared lands in the Mississippi swamp. I paid ninety cents in the dollar on cost and carriage.

Cross-qt. 7th. You say you do not know the general reputation of John R. Francis for truth and veracity in 1865 and 1866; how long have you known him? Where did he live in 1865 and in 1866? How long did he remain in Aberdeen? Who did you ever hear speak of him and of his reputation? When and where was the conversation?

248 Was it before or after the fire that burned his goods; and, if after the fire, about how long after?

Ans. My first knowledge of him commenced in the latter part of 1865. He was living in Aberdeen in 1865 and 1866. He remained until about the time of the fire, perhaps longer. I can't remember who I ever heard speak of him and of his reputation. I have heard different persons. I heard the conversations in Aberdeen; I can't remember the precise places, but they were before and after the fire that burned his goods; I don't remember exactly how long after; some time soon, immediately after.

Cross-qt. 8th. If you do not recollect the place where, nor the persons who spoke of him, do you recollect what was said? and, if so, state fully.

249 Ans. I recollect that I was cautioned not to trade with him; that he was regarded as tr'ckey, and it is possible that is the reason I did not trade with him.

Re-examination:

Int. 1st. In your answer to 4 cross-qut., you state that the stock of goods of John R. Francis was considerably reduced from the time of the commencement of the negotiations for the purchase of said stock, and the close thereof; state fully the extent of said reduction, how caused, and your means of information.

Ans. I don't know the extent of the reduction; it was reduced by selling and removal. My means of information are that I saw his doors open, and saw him selling; and from what he communicated to me.

Re-cross-examination:

Question. What did Francis estimate his stock, when you first commenced the negotiation?

Ans. At about fourteen thousand dollars.

250 Question by consent. How much was realized from your interest in the crop of cotton paid by you to Losier for the goods.

Ans. There were twenty odd bales, worth about $100 per bale.

Defendant then read following deposition of Marks Weiler:

Intr. 1st. What is your name, age, residence, and occupation?

Ans. to 1st. My name, Marks Weiler; my age, forty-five; my residence, Aberdeen, Mississippi; and my occupation, a merchant.

Qt. 2nd. How long have you been a merchant, and how long have you resided in Aberdeen?

Ans. to 2nd. I have resided in Aberdeen twenty years next April; and have been a merchant twenty-three years.

251 Int. 3rd. Did you at any time know John R. Francis? and, if so, state when and where.

Ans. I knew Mr. John R. Francis in Aberdeen, Mississippi, in 1865, and a part of the year 1866; he was engaged in the business of merchandising.

Int. 4th. Did you at any time examine the stock of goods of John R. Francis in Aberdeen, Miss.? If yea, state at what time you examined the same, the object and purpose of the examination, and the value of said stock at the time you examined the same.

Ans. At the instance of Dr. Guss Sykes, and the permission of Francis, I made a partial examination of the stock of goods of John R. Francis in Aberdeen, Miss.; the examination was made the last of January, or the first of February, 1866. The value of the stock of goods of said Francis amounted to nine or ten thousand dollars, in my opinion.

252 Int. 5th. What was the nature and extent of the examination of the stock of goods made by you? Was it sufficient to enable you to form a reliable opinion of the value of the same?

Ans. I passed through the store behind the counters, opened the drawers, and made as reliable an examination by my sight as I could have done without taking an inventory of the stock; the examination would only enable me to form an approximate idea of the value of the stock; it could be ascertained exactly only by taking an inventory.

Int. 6th. State whether John R. Francis, in the first month of the year 1866, was offering to sell his stock of goods in Aberdeen, Mississippi, and the reason why so offered, and if he manifested any anxiety in reference thereto, state fully how, and in what manner.

253 Ans. He offered to sell his stock of goods in the first month of the year 1866, and he was anxious to sell said stock. He manifested his anxiety by asking persons to buy.

Int. 7th. State how was trade in 1866, compared with the fall previous, in Aberdeen, Miss.

Ans. It was dull in the first of the year 1866, compared with what it was in the fall previous.

Cross-examination:

Int. 1st. Do you know the original costs of goods in the house of Jno. R. Francis at the time you made the examination, or the numbers of yards of calticoes, silks, cloths, or of any other articles of goods, wares, or merchandise, or groceries in the house?

Ans. I do not know what they cost Mr. Francis, the exact
254 number of yards, or the exact amount of groceries.

Int. 2nd. Was not the opinion in regard to the value of the stock of goods which John R. Francis had at the time you examined them as given in answer to 4th direct interrogatory founded entirely upon the partial examination mentioned in your answer?

Ans. It was.

Re-examination by consent:

Int. 2nd. Was there any difference in price of dry goods in Aberdeen, in the first months of 1866, compared with the prices of the fall of 1865? If depreciated, state the extent.

Ans. There was a difference of ten or fifteen per cent. higher in the fall.

MARKS WEILER.

255 Defendant then read following deposition of J. Early Cunningham:

Int. 1. What is your name, age, and residence, and occupation, and your experience in your occupation?

Ans. My name is J. Early Cunningham; my age is thirty-six; my occupation heretofore has been that of a merchant, and have been so engaged for the last twelve years off and on. I served a regular apprenticeship of four years as a clerk in store of dry goods and groceries.

Int. 2. Did you, in the first of the year 1866, examine the stock of goods and groceries of John R. Francis, in Aberdeen, Miss.? If yea, state the reasons of said examination, the extent of the same,

256 how often, and your opinion of the whole of the stock of dry goods and groceries.

Ans. In the month of February, to the best of my recollection, the middle of the month, I examined the stock of John R. Francis, in Aberdeen, Miss., and G. A. Sykes requested me to make the examination, as he was negotiating with Francis for the purchase of the stock, and wanted to know what I considered their value to be. I made a casual examination first and reported to Dr. Sykes the result thereof at his instance, and made a second examination four or five days after the first. The second examination we took no inventory; we looked through them, and I made an estimate of the value of the leading articles. My opinion of the value of the stock was that it was not under eight thousand dollars nor over ten thousand dollars.

257 Int. 3d. Was your examination of such a character as to enable you to form a reliable opinion of the value of the stock?

Ans. It was sufficient to enable me to form what I thought was a reliable opinion of the value of the stock.

Int. 4th. Was there a depretiation in the price of goods in the year 1866, 1st part, compared with the fall of 1865?

Ans. There was no depreciation, or very little, at the time of the examination; not as much as ten p'r cent. on the entire stock.

Cross-examination:

Cross-int. 1st. Do you know the original cost of goods in the house of John R. Francis at the time you made the examination; or the number of yards of callicoes, silks, cloths, or any other articles of goods,

258 wares, or merchandise, or groceries, in the house?

Ans. I do not.

Cross-qt. 2nd. Was not your opinion in regard to the value of the stock of goods of Jno. R. Francis, at the time you examined it, as given in answer to interrogatory 2nd, founded entirely upon examination mentioned in your answer?

Ans. My opinion was based upon the examination as detailed.

J. R. CUNNINGHAM.

Defendant read following deposition Jno. W. Cook:

Int. 1st. What is your name, age, residence, and occupation?

259 Ans. My name is John W. Cook; age, about 50 years; residence, Aberdeen, Miss.; occupation, mechanic.

Int. 2d. Do you know Jno. R. Francis; if yea, how long have you known him?

Ans. I do know Jno. R. Francis. I became acquainted with him the last of 1865; I knew him then only by sight, and not personally. When I first became personally acquainted with him, it was in my official capacity, in January, 1866.

Int. 3. In what official capacity were you acting, if any, in January, February, March, and April, 1866?

Ans. I was then acting as assessor of taxes for the city of Aberdeen, Miss.

Int. 4th. State whether, as assessor of taxes, you assessed John
260 R. Francis during any of the months while you were acting, on his merchandise, in Aberdeen, Miss.; if yes, whether said assessment was made under oath, the time thereof, and the value of the goods so sworn to by him, and what was the basis of that valuation. What period of time did it embrace?

Ans. I did assess him during the time I was acting, and said assessment was made under oath. I assessed him some time in February, 1866. The value of goods sworn to by him, to the best of my recollection, was about twenty-four hundred dollars, and some fractional part over. The basis of valuation was upon the original cost of goods, from original purchases. The assessment was made on the value of merchandise of merchants, from the 1st of January, 1865, to 1st of January, 1866, on the original cost.

3rd. Are you clear and distinct in your recollection of the
261 amount Francis swore the value of the merchandise to be?

Ans. I am.

4th. Did you take down the assessment of the amount you so made of his goods in a book, kept by you at the time for the purpose; and did you then take down the amount just as he gave it and swore to it; and did you afterwards hand that book to Dr. Perry, just as you put it down, to be copied by him into another book?

Ans. I did take down the assessment of the amount of Francis' goods in a book kept by me for the purpose. I did then take down the amount just as he gave it, and swore to it. I did afterwards hand that book to Dr. Perry, to be copied by him into another book.

262 7th. Where is the book handed by you to Dr. Perry, if you know? State whether you have made diligent and thorough search for the same in such places as it is most likely to be found. If so, have you been able to find it?

Ans. I do not know where the book is; I have made diligent and thorough search for the same in such places as it is most likely to be found, and I have not been able to find the same.

8th. State whether after the assessment made by you, of Mr. Francis' goods, and refered to in your answer to interogatory 4th, did he, Francis, come to you to change it; and, if so, at what time did he come to get such change made.

Ans. He, Mr. Francis, came to me some time in March, 1866,
263 and after the burning of Francis' store in Aberdeen, after the burning, to know what I had entered on my books as regarded his assessment. He said to me that I had made a mistake, & I told him I reckoned not. He then asked me to let him see the books. I let him then see the books, and he remarked that I had made the mistake just as he expected. I did not argue the case with him; he said I should have had the amount thousands instead of hundreds. I do not remember whether he or I made the change. The change was made then, before I handed the book to Dr. Perry. Dr. Perry had access to the books at all times. The assessment was made on the thousands, as copied in another book by Dr. Perry. The amount of Mr. Francis' taxes to the city of Aberdeen was never paid. The assessments of the
264 city of Aberdeen were made according to the copy of my book made by Dr. Perry.

Int. 9th. At the time Mr. Francis stated to you that you had made a mistake in his assessment, had any such mistake been made; and how many persons came to you to correct their assessments, and under what circumstances, and about what time?

Ans. No such mistake had been made; I put it down in my original memorandum, in his presence, on his counter; the amount was twenty-four hundred dollars and some cents over. Two others besides Mr. Francis came to me to change their amounts, whose names are Col. Hearndon and Landecker. They came to me under these circumstances: they had insured; Landecker his stock of goods, and Hearndon
265 his residence; and the amount for which they were assessed was less than the amount for which they were insured. This was after the burning of Francis' house, and the excitement produced by the burning.

Cross-examination:

Cross-int. 1st. Where and when did you make the assessments spoken of by you of Francis' goods, and where and when did you look for the memorandum book spoken of by you?

Ans. I made the assessment in the store occupied by Francis, the first or second door above the Commercial Hotel. I looked to-day (December 2nd) for the memorandum book in Dr. Perry's wardrobe, where most of his old books are, and I looked in his old room, and I also looked at my brother's, and I also looked in the room I occupied during the winter I assessed taxes.

266 2nd. Did you make the assessment on the amount of sales the year before, or on the amount of stock on hand; and were you not in the habit of making assessments on the amounts of sales of the year preceding, and not on the amount of the stock on hand?

Ans. I made the assessments on all original purchases in January, 1865, to January, 1866. I was not in the habit of making assessments on sales or amount of stock in hand.

3d. Do you recollect the amount of the assessment of any other merchant in Aberdeen in 1866; and, if any, how many, and who are they?

Ans. I remember that Hearndon's assessment was $5,000, and do not recollect any other distinctly. Landecker's was twenty thousand,
267 I think; though I cannot say for certain.

4th. Do you recollect the amount of the assessment of Francis, or others, except from your looking at the book made by Perry, to-day?

Ans. I do not know that I do.

5th. At the time you made the assessment, were you not in the habit of drinking freely; and did no other person complain of mistakes in their assessments?

Ans. I sometimes drank, but never to that extent that I did not know what I was up to. No other persons complained of mistakes in their assessments.

Re-examination:

1st. State why you recollect the amount of Francis' assessment?

Ans. It was because the book was public, and Francis' assessment was commented on by every person more than any one else. This impressed it upon my mind.

JNO. COOK.

268 Defendant then read the deposition of Dr. J. W. Perry as follows:

Int. 1. What is your name, age, residence, and occupation?

Ans. My name, J. W. Perry; age, 52 years; residence, Aberdeen, Miss.; occupation, a physician, and mayor of Aberdeen.

Int. 2. Did you have access to and examine, in the first of the year 1866, the memorandum book of Jno. W. Cook, assessor of taxes in the city of Aberdeen? If yes, state what was the amount therein of the assessment of Jno. R. Francis, and upon what was said assessment made.

Ans. I made his books out as tax collector from his original memorandums. Cook's memorandum book showed an assessment of J. R.
269 Francis for twenty-four hundred dollars and some cents over. Said assessment was made on the invoice price of goods owned by Francis, in January, 1865, and January, 1866, in Aberdeen, Miss.

Cross-examination:

1st. Did you not find many mistakes and inacuracies in said memorandum book? Did you not have many corrections to make in said memorandum book? Is not Jno. W. Cook a very poor and incompetent assessor, and are not his figures almost illegible?

Ans. I did not find many mistakes in said memorandum book. I did not have many corrections to make in it. I think Jno. W. Cook is a competent assessor. He writes a very bad hand, and his figures are equally as bad.

J. W. PERRY.

270 Defendant then read following deposition of Jno. W. Timberlake:

To Jno. W. Timberlake:

Interrogatory 1st. Do you know the parties to this suit?

Intr. 2nd. Do you remember to have traveled with John R. Francis from Egypt station on the Mobile & Ohio railroad, eleven miles west of Aberdeen, Miss., to Memphis, Tennessee, some time between the 15th and 25th of February, 1866?

Intr. 3rd Do you remember anything of Francis having with him a number of boxes and trunks on that occasion? If so, how many boxes did he have with him on his way to Memphis, and how many trunks did he have with him? and, if you know, state what they contained. What was the size of the boxes and trunks? Were they large and heavy, or light and small? Did he get you to take any of the trunks as
271 your baggage, and, if so, how many, and what did he say the trunks and boxes had in them?

Intr. 4th. Is it your remembrance that Francis shipped his boxes by the freight train?

Answers to interrogatories propounded to John W. Timberlake in the case of John R. Francis and the Germania Fire Insurance Company:

Ans. to int. 1st. I do know Jno. R. Francis, but don't know the defendants.

Ans. to 2nd. I did travel with John R. Francis from Egypt station, on the Mobile and Ohio railroad, to Memphis, Tennessee, about the time mentioned in the 2nd interrogatory. I parted with Mr. Francis at the Memphis and Charleston depot, at Memphis, when we arrived there, and I only saw him once while in Memphis, on that occasion, so far as I now can remember.

272 Ans. to 3rd. I was at the hotel in Egypt, on the occasion spoken of, with Mr. Francis; and about the time the freight train was expected, as I now remember, Mr. Francis said he had some goods to ship, and must go out and attend to shipping them. I walked out with him to the station house, and saw several boxes, which he seemed to

be looking after. My impression now is that there were four boxes and six trunks; I do not remember certainly to have seen the trunks; but only remember the number of them from what Francis told me himself. Francis asked me how much baggage I had there; I told him I had nothing but a satchel; upon which he requested me to allow him to ship one of his trunks as my baggage, to which I assented; my remembrance is that the boxes were about three feet square. I do not know the size of the trunks, because, as above stated, I do not remember of having seen them.

273 Ans. to 4th. My impression is that he did ship his boxes by the freight train, but am not positive about that.

J. W. TIMBERLAKE.

Sworn to & subscribed before me the 27th day of May, 1869.

*U. S. Com'is'r.*

Defendant then read the deposition of G. W. Justice.

To G. W. Justice:

Intr. 1st. Do you know the parties to this suit, and did you know Henry A. Lozier, who was a clerk in the mercantile house of Jno. R. Francis in Aberdeen, in February and March, 1866?

Intr. 2d. Were you present at the fire that destroyed the mercantile house occupied by Jno. R. Francis, and several other houses on the north side of Commerce street in Aberdeen, on the night of the 12th of March, 1866? If so, state where you were when the alarm of fire

274 was first raised; how you happened to be at the place, and what was your occupation at that time.

Intr. 3d. Was there any effort made soon after you heard the alarm of fire, to open the front door of Francis' storehouse; and, if so, what effort was made; was the key called for by any one, and, if so, who was called on for it; and was it delivered; if not, why was it not delivered?

Intr. 4th. Did you see Henry A. Lozier there on that occasion, and was he called on for the key by any one, and, if so, by whom; and what was his reply? Where was he when so called on? And was Jno. R. Francis present at the time, and had he got there?

Intr. 5th. Did you at any time go around to the rear of Mr. Francis' storehouse that night; and, if so, did you see the door by which

275 the cellar of that house was entered from the rear; and, if so, was it open or was it shut when you went there? Was there any effort made to open that cellar door while you were there present, and, if so, by whom; and was the party successful in opening it? Was there any smoke coming out of that door at the time; and, if so, how did it get out?

Intr. 6th. Did you smell the smoke that was eminating from the cellar of that house on the occasion just spoken of; if so, what was its smell? From what kind of burning material did it proceed, judging from the smell?

Intr. 7th. Did you, on that occasion, see the window in the back part of the cellar with iron bars across it; and, if so, was there or not any plank or other shutter closing it on the inside, preventing you from seeing in at it, when you first saw it that night?

276 Intr. 8th. Did you or not return from the rear to the front of the building that was on fire, and afterwards again go back to the rear of the building; and, if you went there a second time, did you then find the cellar door open or shut?

Intr. 9th. Did you at any time afterwards have a conversation with Henry A. Lozier as to the manner in which the fire occured, and did you accuse him of knowing, or of having been instrumental in any way, in setting the house on fire; if so, what did he then say; who did he say closed and locked the door that night and kept the key?

Intr. 10th. If you saw anything of Jno. R. Francis, on that occasion, at any time during the raging of the fire, when and where did you first see him, and what did he do or say, and what was his manner; was it excited or infifferent and unconcerned?

Intr. 11th. State whether or not the Commercial Hotel, just
277 east of the Francis store, was occupied at that time as a hotel; if so, by whom? Could persons in the upper and back rooms of that hotel have seen into the back lot of Francis' store? State whether from the hotel kitchen and the passage between it and the main building, and from Mr. Needham Whitfield's back door and gallery, & from his up-stairs, the rear of Francis' storehouse was or not in plain view?

By G. W. Justice:

Ans. to intr. 1st. I do know Jno. B. Francis, but not the defendants; I knew young Mr. Lozier, who was a clerk in Francis' store about the [the] time of the fire; I do not know his first name.

Ans. to 2nd. I was present at the fire spoken of in the 2nd interrogatory; I was on the opposite side of the street from the said store at the time alarm of fire was given. My occupation was that of a
278 policeman of the city of Aberdeen, and as such it was my duty to be on the streets, and I was there on that business.

Ans. to 3d int. There was an effort made; I helped to try to force it open myself. I then pressed around to the rear of the house, where I remained but a few moments; while there I saw some one at the back of the house, who I do not now remember, but he spoke to me at the time, calling me by name; and he & I tried to get the two back doors open; I tried to force the cellar door open; and the other man tried to open the upper door or the one going into the back room of the store, but both failed. I then went back on the street to the front door of Francis' store, where I stopped for a moment. I then pressed to the east towards the Commercial Hotel, where I met young Lozier, the clerk of Francis, and asked him for the key of the store; he told me that he did not have it; that Mr. Francis
279 had the key. I then turned around and went back towards the door of the store, and found persons trying to burst the store door open with a piece of scantling; I helped them, and we burst it open. I then went around to the rear of the house again; I found both the back doors closed, and found more persons there; I remained there 4 or 5 minutes, and returned to the front of the house. I did not obtain the key because Lozier said Francis had it, and Francis wasn't there, so far as I could see.

To the fourth interrogatory, witness states that he has fully answered it in his answer to the 3rd.

Ans. 5th. This intr. is fully answered in answer to former, except as to the smoke; the first time I went around I do not remember to have seen any smoke; the second time I did see smoke. I did not
280 see any way for the smoke to get out except through the keyhole of the door and the grates of the windows.

Ans. to 6th. I did smell the smoke, but it was that of burning pine.

Ans. to 7th. I did see the window with the grate, and it had a shutter to it inside & was shut.

Ans. to 8th. Witness says that the 8th intr. is fully answered in his former answers.

Ans. to 9th. A few days after the fire I met with young Lozier, above spoken of, to William A. Sykes, to tender him the rent money for Mr. Francis for the house which Francis had occupied, and which had been burned, it being Sykes' house. In going along, the burning of the house was the subject of conversation, and I jocularly remarked to Lozier, "Yes, I expect you set the storehouse on fire by going down with a candle to draw liquor." "No," said he, "I did not; I did
281 not have the key; Francis locked the store that evening and kept the key himself."

Ans. to intr. 10th. I do not know that I saw Mr. Francis that night.

Ans. to 11th. It was by W. D. Thomasson. From the rear of the hotel they could. It was in full view from all the places first asked about.

G. W. JUSTICE.

Sworn to & subscribed before me the 28th day of May, 1869.

JNO. O'CONNER,
*U. S. Com'r.*

282 Defendant then read the deposition of Thos. H. Hoffman:

Intr. 1st. What is your name, age, residence, and occupation?

Ans. My name is Thomas H. Hoffman; age, 37 years; Monroe County, Miss., is my residence; and my occupation, a farmer.

Intr. 2d. Did you, about the month of February, 1866, see Jno. R. Francis in the city of Memphis, Tennessee, and did you have any conversation with him in reference to a shipment of any merchandise from Aberdeen, Miss., to Memphis? If yea, state the time of said conversation, and all that was said.

Ans. I met said Francis in Memphis about that time. He spoke of the market being better in Memphis for clothing, and said that
283 he had shipped, or intended shipping, clothing from Aberdeen, Miss., to Memphis. This conversation occurred about two weeks before M. B. Pinageon's marriage to Miss Neal.

2nd. State all you know or heard of a shipment of goods of J. R. Francis from Prairie station.

Ans. I knew nothing of any such shipment.

THOS. H. HOFFMAN.

It is agreed that said Prinagrou was married March 5th, 1866.

FRED. BARRY, *Com'r.*

Defendant next read to the jury the deposition of A. S. Levy as follows:

Int. 1. Do you know the parties to this suit? Where was your place of business in 1866, and the character of said business?

Int. 2. State whether or not J. R. Francis, or any one else from
284 Aberdeen, Miss., about 23rd of February, 1866, consigned to you or A. S. Levy and Co. any package containing articles of merchandise? If you answer yea, state number of packages so consigned, articles contained in them, and description of them.

Int. 3rd. If you saw J. R. Francis in Memphis, Tennessee, about 1st March, 1866, state who was with him, the nature of his business, and what was done by him.

Int. 4th. If you state that J. R. Francis consigned merchandise to

you for sale in February, 1866, state what became of said merchandise, and if said Francis said anything in reference thereto, state fully all that was said.

Int. 5th. Did Mrs. Stone ever consign to you, say about 23rd February, 1866, any articles of merchandise? If yea, state amount and disposition of the same. From what point were said goods shipped,
285 and what relation, if any, did Mrs. Stone bear to J. R. Francis?

Cross-interrogatories by pl'ff:

Cross-int. 1. If you say you received packages for or from J. R. Francis, state what you did with them, how much you sold, and did you give J. R. Francis a receipt for the same.

Ans. 1. I know J. R. Francis, but not the defendant; my place of business was on Jefferson street, city of Memphis, Tenn.; business, auctioneer in Feb., 1866.

Int. 2. About the time referred to J. R. Francis brought to our auction house, (firm name being A. S. Levy & Co.,) from Aberdeen, Miss., 7 or 8 large dry-goods boxes and trunks of dry goods, clothing, pistols, &c., and left them with us, limited in price. I made a sale of a part of them, say $300 00 worth; the balance, after remaining about 2 weeks, we repacked and invoiced, & returned to him, and he took them to the Southern Express Company, saying he was going to reship them to Aberdeen; at least, it was my understanding that that was their destination.

Ans. 3. I did see him in Memphis about 1 March, 1866. Mrs. Stone was with him. He was here to dispose of the goods above re-
286 ferred to, and the goods were disposed of as above indicated.

Ans. 4. Francis made the consignment to me, as above stated. He merely directed me to sell them at a limited price. His price was too high, and I could not sell, except the $300 worth as above stated, and returned to him the balance. I do not recollect that he said much about them.

Ans. 5. Mrs. Stone came with Francis, when he first came, say about 23 Feb., 1866. She brought with his goods a small invoice of millinery goods in her own name, purporting to be her own property, amounting to about $1,100 or $1,200 dollars. These goods came from Aberdeen. They were left with us for sale, but we could not sell them. We repacked them and shipped them for her up the river to some point in Illinois, name not recollected. I did not know whether or not any relation existed between them. The goods which Francis consigned to me amounted to about four to five thousand dollars.

Further deponent saith not.

A. S. LEVY.

287 Defendant then read the deposition of McLain Doherty as follows:

Int. 1. Are you acquainted with the parties to the above-mentioned suit? In what business, and where, were you engaged in Feb. & March, 1866, and in what business, and where, at this time?

Int. 2. If you state that in Feb. and March, 1866, you were the agent of the Adams Express or Southern Express Company at Memphis, Tenn., state what packages were received from J. R. Francis, or J. R. Francis & Co.; number, weight, freight, to what place or to whom consigned, and from whom, and where received.

Int. 3. State what packages were rec'd or shipped for J. R. Francis, or J. R. Francis & Co., by the Southern Express or Adams Express Company, from or at Memphis, Tenn., in Feb. or March, 1866.

Int. 4. State what packages, if any, were rec'd or shipped for Mrs. Stone by the Southern, or Adams Express Company, from Mem-
288 phis, Tenn., in Feb. or March, 1866, and state fully everything relating to such rec'pt or shipment.

Ans. 1. I am not acquainted with any of the parties.

Ans. 2. In March, 1866, I was a resident of Nashville, Tenn., and was agent of the Adams Express Company there; I am now living in Memphis, and am agent of the Southern Express Company.

Ins. 3. On the 2 March, 1866, the Southern Express Company at Memphis shipped 17 packages for J. R. Francis & Co., to Columbus, Miss., as follows: 6 boxes, 50 lbs. each; 2 boxes, 30 lbs. each; 3 boxes, 40 lbs. each; 4 boxes, 45 lbs. each; 1 box, 65 lbs.; 1 box, 315 lbs., directed to John R. Francis & Co., Columbus, Miss., as appears by way-bill regularly on file in said express office at Memphis, numbered 36; a true copy of which way-bill I here file, marked Exhibit A, and made a part of this answer. The said way-bill is a true copy of the official records of this office, which we correctly and carefully kept.

289 Ans. 4. I do not find that any packages were shipped or rec'd from Mrs. Stone; the data given me are not sufficient to enable me to make a thorough examination.

Further this deponent saith not.

*Exhibit A to the above deposition.*

[No. 36.—Southern Express Company freight way-bill, Coleman, mess., to Columbus, Miss., from Memphis, March 2, 1866, 3 o'cl'k. 30m.]

| Articles. | Weight. | Value. | Consignor. | Consignee. | Expense. | Freight. | Charge on value. | Freight collected. | Destination. |
|---|---|---|---|---|---|---|---|---|---|
| Box. | 50 lbs. | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... |
| " | 50 " | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... |
| " | 50 " | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... |
| " | 65 " | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... |
| " | 40 " | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... |
| " | 65 " | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... |
| " | 65 " | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... |
| " | 30 " | ..... | ..... | John Francis & Co. | ..... | $31 00 | ..... | ..... | Columbus, Miss. |
| " | 45 " | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... |
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| | | | | | | $45 25 | | | |

O. K. in office.

COLEMAN.

290 Defendant then read the deposition of H. A. Littleton, as follows:

Int. 1. Do you know the parties to this suit? What relation, if any, do you sustain to the defendant? What interest, if any, have you in the event of this suit?

Int. 2. What is your business now, and how long have you been so

engaged? What are and have been your means of acquiring information and skill in the business of insurance?

291 3rd. Are you an expert in the business of insurance, and in the definition of terms used in policies of insurance?

4th. If you answer you are an expert in the business of insurance, and in the definition of terms used in policies of insurance, state whether or not the terms "dry goods and groceries" are terms of a particular significance in the business of insurance, or when used in the policies of insurance. If yes, state such signification, and what articles of merchandise are included under the terms "dry goods and groceries."

5th. State when a policy of insurance is taken out on a stock of "dry goods and groceries," what articles of merchandise are included in, and what excluded from, the policy.

292 6th. State what is the customary rate of insurance upon "dry goods and groceries," as [as] compared with other articles of merchandise, and if you say there is a diference in the rate of insurance, state fully the reasons for the diference.

HOUSTON & REYNOLDS,
*Att'ys for Defendants.*

J. R. FRANCIS, DAVIS, HAUGHTON & GHOLSEN:

Take notice that commission will issue 60 days after service of this notice.

Ap'l 8th, 1867.

HOUSTON & REYNOLDS,
*Atto'ys for Def'ts.*

Filed April 9th, 1867.

G. W. PENNINGTON, *Clk.*

Executed in person on Davis, Haughton & Gholsen, pl'ff's att'ys, and handed them a copy of these interogatories April 9, 1867.

J. F. KINDRICK, *Sh'ff*,
By W. L. BATTLE, *D. S.*

STATE OF MISSISSIPPI, *Monroe County:*

I, Geo. W. Pennington, clerk of the circuit court of said county,
293 do hereby certify that the foregoing contains a true and perfect copy of the original interogatories to the witness in the causes therein stated, mentioned, & described, with the notice, date of filing, & return of sheriff thereon, as fully and completely as the same remains on file in my office.

Given under my hand and the seal of said court at office in Aberdeen the 20th of April, 1867.

{ CIRCUIT COURT SEAL, MONROE COUNTY. }

G. W. PENNINGTON, *Clerk.*
By W. G. ELKIN, *D. C.*

294 STATE OF TENNESSEE, *County of Shelby, City of Memphis:*

Answers of Henry A. Littleton to the interogatories filed, to be propounded to him in the case of J. R. Francis vs. the Germania, Hanover, Niagara, & Republic Fire Insurance Companies, now pending in the circuit court of Monroe County, State of Mississippi.

Ans. to intr. 1. I do not know the plaintiff. I know the defendants. I have done some business for defendants in this city. Am not their agent. I have no interest in the event of the suit.

Ans. 2nd. I am engaged in the insurance business & have been so engaged for about twelve years. My means have been extensive for acquiring a knowledge of the insurance business, having spent 12
295 years as an insurance agent, State agent, underwriter, and am a compiler of a work on insurance.

Ans. to 4th. The terms "dry goods and groceries" are terms of a particular and well-known signification in our business, and when used in policies of insurance, by "dry goods" is meant silks, lawns, laces, linens, domestic satins, skirts, ribons, and all articles of a similar nature, as are kept in stores devoted exclusively to the sale of dry goods. By groceries is meant tea, coffee, sugar, rice, molasses, rope, & bagging, meat, (salted,) soap, candles, flour, meal, and articles of a like nature kept in exclusively grocery stores.

Ans. to 5th. The articles of merchandise mentioned in the above answer would be included, together with other articles strictly of a like nature. Articles of a different character would be excluded as, for example, drugs & medicines, crockery, Chinaware, hats & caps,
296 boots & shoes, clothing, hardware & cutlery, ordinance and ammunition, millinery stocks, notions, confectionaries, toys, &c., &c., cotton in bales.

Ans. to 6th. There is sometimes a difference in the rates of insuring dry goods and groceries, & other articles. Dry goods & groceries are considered & rated as the least hazardous of all risks, except boots & shoes, hats & caps, & clothing, which articles are rated the same. Hardware, crockery, drugs, amunition, & millinery stocks are all rated higher by one-half to one per cent premium on account of their greater liability to damage by water, & their explosive & inflamable nature & qualities.

Further defendant saith not.

H. A. LITTLETON.

297 In testimony of all which, I have hereunto set my hand and affixed my official seal at office in Memphis, the 9th of May, 1867.

C. CANNING SMITH,

{C. CANNING SMITH, MEMPHIS, TENN., COMMISSIONER FOR THE STATE OF MISSISSIPPI.} *Commissioner for the State of Mississippi, at Memphis, Tenn.*

Defendant next read the following deposition of Adam Carlisle:

Int. 1st. Do you know J. R. Francis?

Ans. I do.

Int. 2nd. In what business were you engaged in Jannary, February, and March, 1866, and where?

Ans. I was station agent, and still am, on the Mobile and Ohio railroad, at Egypt station, about eleven & a half miles west of Aberdeen.

298 Intr. 3rd. Do you know anything of a shipment of trunks by John R. Francis, in the month of January, February, or March, 1866, from Egypt station, Missippi? If yea, state what the weight of the same, amount of freight, the classification of the same, and to what point, and to whom consigned; state whether the articles shipped were heavy goods or light, and fully everything in refference thereto.

Ans. I have a faint recollection of a shipment of four (4) boxes in the month of February, on the 22nd day, 1866. I do not recollect the precise date, but my books show the date of shipment on the 22nd day of Feb'ry, 1866. I do not recollect the weight of the articles, independent of my books. I did not classify the goods; they were shipped to Corinth, on the Mobile and Ohio railroad; they were consigned to

299 J. R. Francis; I do not recollect whether they were heavy or light.

(Answer objected to by counsel for pl'ff.)

Intr. 4th. Have you any recollection, about that time, of Jno. R. Francis wishing to ship any trunks; or have you any recollection of any trunks being there with the boxes, which were claimed by, or belonged to, Jno. R. Francis; or have you any recollection of his taking trunks as baggage from the station about that time? If so, how many?

Ans. I have no distinct recollection, and can't state that he had two trunks; but it is like a dream to me that he had two trunks.

Intr. 5th. Were those boxes shipped by express? If so, by what company, and were you the agent of the company?

Ans. They were shipped by "Adams Express Co." I was the agent of that company for the shipment of those 4 boxes of goods and made the entries on the books

ADAM CARLISLE, *Ex. Agent.*

300 It is agreed between the counsel for the plaintiff and the defendant that a certified copy from Mr. Carlisle's books, which, as agent of "Adams Express Co." at Egypt station, he kept, may be read as evidence on behalf of the defendant, upon the trial of the cause of Jno. R. Francis vs. the Germania Fire Insurance Company, and three other kindred cases, pending in federal court at Oxford, Mississippi.

DAVIS, HAUGHTON, & GHOLSEN,
*Attorneys for Pl'ff.*

HOUSTON & REYNOLDS,
*Attorneys for Def'ts.*

301 *The Southern Express Company way agents' freight slip, No. 7, from Egypt to Corinth, Feb. 22nd, 1866.*

Article, 4 boxes; weight, 370 lbs., 225 lbs., 200 lbs., 75 lbs.; consignee, J. R. Francis; destination, Corinth; freight charges, $24 00.

I hereby certify that this is a correct copy of way-bill forwarded with J. R. Francis' goods.

Egypt, May 24th, '68.

A. CARLISLE, *Ex. Agent.*

302 *Deposition of James D. McAlliston.*

Int. 1st. What is your name, age, residence, and what business were you specially engaged in at Aberdeen, Miss., in Feb'ry and March, 1866?

Ans. My name is James D. McAlliston; my age, 66 years; in February and March, 1866, I was keeping a livery stable; I was also at that time agent for the Southern Express Company; I was also engaged in hauling freight from Prairie station on the M. & O. R. R. to Aberdeen, Miss.

Intr. 2nd. State how many express companies had agents in Aberdeen, Miss., in Feb'ry and March, 1866; and who were their agents.

Ans. There was but one express company here in Aberdeen in Feb'ry and March, 1866, and I was the sole agent, and that express company was the Southern Express Company.

Intr. 3rd. Do you know whether or not, in March or February,
303 1866, the Southern Express Company, at Aberdeen, Miss., received from Memphis, Tennessee, any dry goods or packages, or freight, for Jno. R. Francis? If yes, state amount and description of same, and fully all you know in reference thereto.

Ans. I have examined the express books in my possession and find that in neither of those months did he receive any packages or freight, and I do not recollect of his having received any.

Int. 4. Did you in the month of February, 1866, have for Jno. R. Francis any trunks, boxes, or packages from Aberdeen to the railroad? If yes, state what time the hauling was done; where said packages or boxes came from and weight of same; discription of contents.

Ans. I did, on the fourth day of Feb'ry, have some trunks for
304 Jno. R. Francis from Aberdeen to Egypt station on the Mobile & Ohio Railroad; the weight one thousand and thirty pounds; I got a part of them from Mr. Francis' store in Aberdeen, Miss.; the balance of them I got at Mr. Mini's, the boarding-house, at the time, of Mr. Francis; I had them loaded in the wagons about sunrise; they were some of them wooden trunks, common size, such as goods are usually shipped in; the trunks at Mr. Minis I did not see; all the trunks I handled were light trunks; the load was bulky for the weight, some of the trunks feeling almost like they were empty.

Cross-examination:

Cross-intr. 1st. Did any person leave with the trunks besides your driver?

Ans. I do not know of any person or persons going with them.

JAS. D. McALLISTON.

305 Defendant then red the following deposition of Charles Noyes:

JOHN R. FRANCIS
*vs.*
THE GERMANIA FIRE INSURANCE COMPANY.

Suit pending in the U. S. district court for the northern dist. of Mississippi.

*Interrogatories to Charles Noyes, a resident of Houston, Texas, a witness for defendant.*

Intr. 1. What is your name, residence, & occupation?

Intr. 2. Do you know J. R. Francis; where did you reside in the winter of 1865 & 1866; in what business were you engaged?

Intr. 3rd. How often in the month of January, February, & March, 1866, did you pass on the road from Aberdeen to Prairie station, and at what times?

306 Int. 4. Do you know of John R. Francis having hauled any goods from Aberdeen to Prairie station, the 12 of March, 1866? If yes, state fully all you know in reference thereto? At what time of the night or day did you see him; how often; what number of wagons has he; were they heavily loaded; with what; where did they come from; where did they go to; and what connection had Francis with them; was Francis with the wagons at the time you passed them; did he remain with them, and come up with them at the station; and did he exercise any control over them while there; did he receive the goods from the wagon and direct their shipment?

HOUSTON & REYNOLDS.

Ans. to 1st intr. My name is Charles Noyes; I reside in Houston, Harris County, Texas; and am now conductor on the city omnibus line,

for M. L. Westhimes; I am frequently called Charles W. Norris; at Aberdeen, Miss., I was universally called Norris, and my name was
307 on Mr. McAlliston's books (the gentlemen in whose employ I was) as Norris, and Mr. Westheimes, clerk, frequently writes my name as Norris.

Ans. to 2d. He answers: I know Jno. R. Francis; I reside in Aberdeen, Miss., from Sept. 18, 1865, until March, 1867; I was engaged in driving the mail hack from Aberdeen to Prairie station.

Ans. to 3rd. During the months of January, Feb., & March, 1866, I passed over the road between Aberdeen and Prairie station every night. I left during these months at 7 o'clock p. m., and arrived at Prairie station about 10 o'clock p. m.

Ans. to 4th. He answers: A few nights previous to the burning of Francis' store, in Aberdeen, not exceeding four nights, I was driving the mail hack from Aberdeen to Prairie station. I reached that part
308 of the road known as Hatche's Hollow between eight and nine o'clock at night. I overtook three wagons, one of which was stalled, and the negro teamsters had built a fire. I was surprised to find wagons on the road at that time of night going to Prairie station, and, on inquiring, learned that the wagons were loaded with boxes for Francis; the wagons were heavily loaded and had no covers on them; passing the wagons, I reached McMilan's lane, there I found John K. Francis & Mrs. Stone in a hack belonging to Mrs. Eckford; their harness was broken, & I gave them a rope, at the request of Francis, to assist them in getting to the station. Francis told me that he was going to Corinth, & might go to Tuscumbia; I passed him, and arrived at the station. I was delayed there awaiting for the train, which was behind time. Some time after I arrived at the station, Francis came
up with the hack & wagons. The wagons were driven to the
309 back part of the depot & unloaded. I saw Francis' servant there at the time the wagons were leaving unloaded. I remained at the station until the arrival of the train from Mobile, about one o'clock a. m. I started back to Aberdeen, & about three-quarters of a mile I overtook Francis returning to Aberdeen; his hack was stuck in the mud. He & Mrs. Stone got into my hack, & when they did so, I remarked to him, "I thought you went up on the train." He replied, "I did intend to, but gave it out." The wagons came from Aberdeen loaded with goods, went to Prairie's station & were there unloaded. Francis came up with the wagons to the station & they stopped together; after the wagons were unloaded, Francis started back to Aberdeen. Mr. Henry Carlisle was agent at Prairie station at this time, and Mr. John Kiekenoff was express ag't.

CHARLES This + his mark. H. NOYES.

Witness: J. P. MORRIS.

310 Defendant then read the following deposition of Jesse Andrews:

To Jessie Andrews, a freedman of color:

Intr. 1st. Do you know Jno. R. Francis?

Ans. I did know him when he kept store alongside of Steve Anderson.

Int. 2. Did you, a short time before the burning of the storehouse in which he kept his goods, carry Francis & some lady to Prairie station

in a carriage, or some kind of four-wheeled vehicle; and, if so, whose carriage was it?

Ans. I did carry J. R. Francis & some lady out to Prairie station a short time before the fire, in Mrs. Eckford's carriage. I was living at Mrs. Eckford's that year.

Intr. 3rd. Did you, as you went out, mire down; &, if so, did Mr. Francis send you anywhere for help, & send a note by you to get a
311 mule or mules, & to whom did you first go to get the mule, & did you get it from the first person you went to; if not, to whom did you then go, & did you get a mule from him?

Ans. We did mire down, & Mr. Francis gave me a note and sent me to Mr. McMilan's estate place, to Mr. William Mayes. I did not get the mule there; he then sent me to Mr. McMilan's place nearest to the Prairie station, to Mr. Ladd Bryan's, where I got a mule.

Intr. 4th. What time of the night did you leave the town, as near as you can remember, on that occasion?

Ans. It was about half after nine o'clock when I left, as near as I can say.

Intr. 5th. After you got to the station did you see any loaded wagons; &, if so, what were they loaded with?

312 Ans. I saw some wagons at the station loaded with boxes.

Intr. 6th. Did you see J. R. Francis about those wagons?

Ans. When he carried the lady to the station house, he went to the wagons that had the boxes in them, which were on this side of the track, (railroad track.)

Intr. 7. When did you return home, and did you see any empty wagons coming to town next morning; and, if so, where did you see them, and how many were there of them, & about what time was it?

Ans. I got home next morning about 8 o'clock. I did see four wagons coming on to town the next morning after I went out with Francis, that had no load in them. I was camping at a fire after I left Mr. Francis, & was near McMilan's, the other side of Hatche's lane. It was
313 good daylight when they passed me, coming on to town. I had not started.

his
JESSE + ANDREWS.
mark.

The questions and answers to this deposition are all excepted to on the ground of incompetency.

Defendant then read deposition of Mr. Mayes:

Intr. 1st. Do you know the parties to a certain suit now pending in the U. S. district court at Oxford, Miss., wherein J. R. Francis is pl'ff, & the Germania, Hanover, Niagara, and Republic Fire Insurance Companies are the def'ts.

Ans. I do not know any of the parties.

Intr. 2. Do you know or remember anything of a fire occuring in the city of Aberdeen, Miss., in the month of March, 1866, in
314 which the mercantile establishment of J. R. Francis, and many other business houses in Aberdeen were consumed?

Ans. I do remember of a fire at this time, which occured in Aberdeen, in which a number of business houses were burned that were located just east & west of Adams, Sprat & Co.'s Bank, on Commerce street.

Intr. 3rd. Do you remember anything, and if so, what, about being called on by J. R. Francis, or some one representing himself as Francis'

agent, some time previous to that fire, at your house, between Aberdeen & Prairie station, at night, if so, where & when was it, and at what time of day or night, & what did he represent as being his business on the occasion, & what was the object of his visit as then made known to you, & did you comply with the request?

Ans. Not more than two weeks, and I think only a few days
315 before the fire. I was living on the plantation of the McMilan estate, on the road between Aberdeen and Prairie station. At night I was aroused from bed by a negro, who handed me a note directed to Mr. A. McMilan, (unsealed,) which note was signed by Francis, in which he asked Mr. McMillan to send him some mules to get his wagon out of the mire, that he wanted to meet the train, that his wagon was about the west end of Cozart lane, as the negro stat'd, which is about one & a half miles east of where I then lived; I think the end of the Cozart lane is something like the fourth of a mile or more east of the hollow south of Hatche's field. I am not very certain about the distance, however. I do not know what time in the night it was, but suppose between 9 & ten o'clock that the negro brought me the note. The negro did not know, but he said he was carrying
316 a load to Prairie station for Mr. Francis, who lived in Aberdeen, next to Mr. Anderson's, & had a store there. I did not send him the mules.

(This answer objected to by pl'ff.)

Intr. 4th. If you have the said note brought on that occasion by the said negro, attach it to your answer to this interrogatory; if not, state whether the same has been destroyed or lost or mislaid, so that you cannot now attach it.

Ans. I have not the note spoken of; I gave it back to the negro that brought it to me.

Intr. 5th. Did you know the negro at the time, or do you now know him, & where he is?

Ans. I did not know him, & do not now, or where he is.

WILLIAM MAYS.

We consent that the above deposition of William Mays may be
317 read in the above-stated case, subject, however, to exceptions for competency only.

DAVIS & GHOLSEN,
*Attorneys for Pl'ff.*
HOUSTON, REYNOLDS,
*Attorneys for Defendants.*

Defendant then read the deposition of A. L. Bryant.

To A. L. Bryant:

Intr. 1st. What is your name, and by what name are you generally known?

Intr. 2nd. Where were you living in the latter part of February & first part of March, 1866, & who was your neighbor on the east?

Intr. 3rd. Do you remember to have been called on while living on that place on one occasion in the night for a mule or mules to help get somebody's wagon out of the mire, a short time before the fire occured in Aberdeen by which the storehouse of J. R. Francis was
318 burned? If so, state how long it was before the fire, & what time of night it was.

Intr. 4th. Who came to you for the mules, & did he have any order or written instrument of any kind; if so, what name was signed to it, if you remember?

Intr. 5th. Did you send the mule or mules as requested; and, if so, when did the mule & negro get back home, if you sent any negro with him?

Intr. 6th. Did you know, or did you learn from the negro that brought the note to you to get the mule, at what place the wagon or carriage had mired down?

*Answers.*

Ans. 1st. My name is A. L. Bryant, and I am generally known by the name of Ludd Bryant.

Ans. 2nd. I was liveing on the plantation of Mr. A. McMilan,
319 on the road leading from Aberdeen to Prairie station, on the Mobile & Ohio railroad, in Monroe County, Miss., and about one & one-half miles east of Prairie station, & just west of John McMillan's estate's plantation. William Mays was liveing on the John McMilan estate place, just east of me, at that time.

Ans. 3rd. I do remember, while liveing on said place, of being called on in the night for the mule or mules to help some one out of the mire with his wagon or carriage, and it was a short time before said fire occured; I do not think it was more than one week before the fire occured, if that long; it was after one o'clock at night when I was so called on.

Ans. 4th. A freedman of color came to me for the mule, &
320 brought to me a note; which note was signed Francis.

Ans. 5th. I did send a mule in response to the note, by a freedman then in my employ; the mule & negro I sent with it were at home next morning.

Ans. 6th. The negroe's statement was that he had mired down near the McMilan estate place.

(All the above interrogatories and answers thereto excepted to by pff's counsel for incompetency at the time taken.)

A. L. BRYANT.

321 Defendant then read the following deposition of Abreham Sykes, F. M. C.:

Int. 1. Do you know John R. Francis?

Answer. I do.

Int. 2. Were you employed as a laborer or farmer during the year 1866, and how far from Aberdeen; by whom, and who was the acting manager of the place?

Ans. At Dr. Sykes' plantation, about 12 miles from Aberdeen. I was employed by Mess. Tindall and Logan, and John Logan was the acting manager.

Int. 3. Did you, during the year 1866, see John R. Francis on the farm on which you were employed by Messrs. Tindall and Logan? State at what time, if so, you saw him, and how often, and what was the business of the said Francis on the said place, if you know.

Ans. I saw him on the place with Mr. Logan several times, just before corn-planting time, and afterwards, in 1866. I know nothing about his baisiness when there.

Int. 4. Do you know of John R. Francis haveing brought any goods to the farm of Tindall and Logan during the year 1866; or do you
322 know of goods having been brought there by any one else? If yes, state by whom, and when said goods were so brought, and how they were brought, and the amount thereof; what became of the same; and state everything you know in regard to the matter.

Answer. I do not know of Mr. Francis bringing goods on said farm during the year 1866. Some goods were sent there by Mr. Logan; they were brought there just before corn-planting time; they were brought down in the cars; the amount of the goods was two boxes; one about 4 feet long, 3 feet deep, and three feet wide; the other was about 3½ feet long, 2½ feet wide, and about eighteen inches deep. I do not know where the goods came from. Mr. Logan started north just before, and told me before he started that he would send some goods, and that he wanted me to take care of them till he returned. They were dry goods, mostly men's and boys' clothing, and some calico, and some jewelry, consisting of ear, finger-rings, &c., principally brass, but plated with gold; the boxes were both full; the goods were sold to the people on the plantation, in the employment of Tindall & Logan.

Int. 5. Do you you know of John R. Francis having sold to the
323 laborers on the farm of Tindall and Logan, or the persons in the neighborhood, any goods during the year 1866? If yea, state where said goods were sold, and the amount thereof.

Answer. I know nothing of Francis having sold the goods, or any goods, on the place.

his
ABRAHAM × SYKES.
mark.

The counsel for plaintiff declines examining witness.

Defendant then read the following deposition of Dr. Jno. Tindall:

Int. 1. What is your name, residence, age, and occupation?

Ans. My name is J. L. Tindall; residence, Aberdeen; age, fifty-four; occupation, physician.

Int. 2. Do you or did you know J. R. Francis and J. J. Logan; what were the relations between them previous to, at the time of, and after the 12th of March, 1866?

Ans. I did know them both during the latter half of 1865, and the whole of 1866, though after March of the latter year Francis was but seldom here. During the latter part of 1866, J. J. Logan seemed to be clerking in the store of J. R. Francis, as he was staying there.

Int. 3. Were you ever in the store of John R. Francis, in Aber-
324 deen, in January and February, 1866? If yea, state whether or not you saw any guns or pistols there; and, if yea, whether they were exposed for sale, the kind and amount of the same.

Answer. I was in Francis' store several times about that time. I don't remember of seeing any guns, but I saw a number of silver-plated pocket pistols in the show case, and they seamed to be exposed for sale; according to my recollection, the pistols were repeating pistols, and I think there were twenty or more of them in number.

Int. 4. Do you know whether or not J. J. Logan went to Illinois or Indiana in the month of February or March, 1866? If yea, state about the time he went, and if there is any event by which you can fix the date, state it; and whether or not at the time the said J. J. Logan took with him any goods belonging to J. R. Francis, the amount thereof, and fully everything in reference thereto.

Answer. He left here for Illinois about the 1st of March, 1866. I do not know that the said Logan took with him any goods belonging to John R. Francis.

Int. 5. At the time Logan left for Illinois did he carry any goods with
him? and, if yea, state all circumstances in your knowledge tend-
325 ing to show where said goods came from, and whose property they were.

Answer. I will state all circumstances, to my knowledge, connected with his departure for Illinois. Late one Sunday evening, about the first of March, J. J. Logan, who was living thirteen miles in the country, where he and myself were making a crop, met me on the street in Aberdeen and seemed to be considerably excited, stating that he had just received the news that his wife was sick, and that he was going immediately to her in Illinois—in Parris, Illinois. He stated that he had no money, and that I would have to furnish him with one hundred and fifty dollars, ($150 00.) He, Logan, seemed to be very anxious to see Mr. J. R. Francis; he went up to his boarding-house, and brought him down to his, Francis', store. It being Sunday evening, I could not get into the bank, or any buisiness houses with which I ordinarily did buisiness, to get the $150 for said Logan. Mr. Francis offered to lend me the $150, which I accepted. By this time it was sundown. I proposed to Mr. Logan that he would go to my house for supper, and from there home, & take the cars at twelve o'clock at night. He, Logan, declined my invitation, saying he did not want supper, but wanted be at
326 my house after a while, before he left town. About two hours, or one hour and a half, subsequent, he came to my house; he brought with him a large carpet-sack, which seemed to be very heavy, from the manner in which he carried it; he did not carry the carpet-sack into the house, but set it down at the door on the piazza. He remained at my house about one hour, talking about affairs of the plantation, and left for the plantation; I loaded him up, on his request, a pistol to gard him to the plantation; I am satisfied he went to the plantation, by his leaving the pistol there which I loaned him. He took the cars that night for Illinoise.

Int. 6. Do you know whether John R. Francis, in the year 1866, had any dry goods or groceries upon the plantation on which you were farming, and J. J. Logan? If yea, state the time said goods were brought there, their value, and everything in reference thereto.

Answer. I learned from Mr. Gilsen, who was my agent, that there was a considerable amount of goods on my place, carried there by Mr. Logan from Loohatten station. This, I think, was in the month of May, 1866; some time during the summer, I think; in July I saw a considera-
ble amount of goods, which were unpacked, in one of the rooms
327 of the house, consisting of shawls, woolen clothing, &c. Mr. Francis told me, in the latter part of 1866, that these were his goods. Mr. Francis presented to me a note of Logan and Tindall, executed by Logan, for about four hundred dollars, which Mr. Francis said was given for these goods. I also paid him an account for goods sold by Logan to hands on my own individual place, amounting to about two hundred dollars.

Int. 7. Did Mr. Francis, at any time before his loss by fire in March, 1866, express a desire to sell in lumps his stock of goods and groceries? If yea, state fully all you know.

Answer. I heard him express a desire to sell out several times. He offered to sell to Dr. Guss. Sykes and Mr. Lozier.

Cross-interrogatories:

Cross-int. 1. In your answer to 5th direct interogatory you speak of conversations with Logan; was John R. Francis present at said conversations, or any of them, and, if any, which one, and what time and place, and what was said in Francis' presence, and by whom? How do you know that Logan took the cars for Illinois?

Answer. John R. Francis was present when Mr. Logan and I

328 were conversing with regard to his (Logan's) going to Illinois, and was fully aware that Logan was going to Illinois that night. The conversation occured at the store of Francis late Sunday evening just before the departure of Logan. Nothing more was said in the presence of Francis in said conversation than that which was said of Logan's going to Illinois by Logan and myself. I know only by general report on the plantation, and by his absence beginning at that time, and by the fact of my corrisponding with him in Illinois subsequent to that time.

2 cross-int. In answer to 6 direct interogatory you state a conversation with your agent on the plantation, when you learned the goods were on the plantation. Was J. R. Francis present at said conversation? Do you know what the note, which you spoke of in your answer aforesaid, was given for; and did you not refuse to pay said note, and have you ever paid it; and did not Logan execute the note without authority? Do you know of your own knowledge what the account you paid to Francis was for, who sold the goods, where they went from to
329 your plantation, or do you know that any goods were sold; and, if any, to whom were they sold? Had you ever seen any such goods in or about Francis' store, as those you saw in the plantation spoken of by you in the answer aforesaid? Did you make any count of the pistoles spoken of by you in the show-case of Francis?

Answer. He, Francis, was not present at said conversation with my agent, Gibson. The note was given for the goods bought from Francis, which I only know by the statement of the negroes who bought them from Logan, and the statement of Francis and also of Logan. I refused to pay said note for the following reasons: 1st. Because Logan told me they were his goods in the early part of the year. 2nd. Because the farming operation was a heavy loss, & I thought that he ought to have borne some loss. 3rd. Because I denied the right upon the part of Logan to bind the farm of Tindall and Logan to that amount. 4th. Because the note was executed in the latter part of the year 1866, with knowledge of the fact of a failure of the crops. The way I knew what the account I paid Francis was for was the negroes on my farm asked my permission
330 to trade with Logan, and Logan asked permission to sell to the negroes. When I settled with the negroes for the wages, at the request of Mr. Logan, I got credit for the goods sold by Logan to the negroes, and at the request of Logan paid the account to Francis, who received it. I had been frequently in the store, and did not recognize these goods as ever having been there. I made no count of the pistoles spoken of in the show-case.

J. L. TINDALL.

Re-examination:

1st. Were you or not, in the years 1865 and 1866, one of the select men of the city of Aberdeen? If yea, state whether or not you inspected the assessment books of John W. Cook of taxable property for these years, and in what manner and style they were kept, and whether mayor and select men were compelled to employ some one to correct and copy them?

Ans. I was in 1866 one of the selectmen of the city of Aberdeen. The board of selectmen, of which I was a member, inspected said assessment books, and found them unsatisfactory. They did employ Mr. Bristow to copy and rewrite them, for what reason I do not specifi-
331 cally recollect. I do not recollect whether or not the figures of said Cook were illegible.

J. L. TINDALL.

Defendant then read the following deposition of James Gibson:

Int. 1. What is your name, age, residence, and occupation?

Answer. My name is James Gibson; my age is near seventy-one; residence Monroe Co., Miss.; my occupation, a farmer.

2. Do you know John R. Francis and J. J. Logan? If yea, state what were the relations of buisiness and friendship between them.

Answer. I know J. R. Francis and J. J. Logan. J. J. Logan was a clerk for Francis. I think I saw Logan at the house of Francis, at the storehouse of Francis, and I saw them together at the plantation cultivated by Tindall and Logan in Monroe County, Mississippi.

Int. 3. Do you know of any goods being offered for sale, in the year 1866, on the plantation cultivated by Tindall and Logan, and by Tindall? If yea, state amount and kind of goods, value, and what connection, if any, therewith had Francis. State fully everything you know
332 in connection therewith.

Ans. Mr. Logan had some goods he offered for sale on the Tindall and Logan place, in the year 1866; on the Tindall place Dr. Wilner has some goods for sale. Mr. Logan had clothing for sale on the Tindall and Logan place. I do not know the value of the same. I do not know what connection Francis had with the goods. I saw him on the place once after the fire in Aberdeen. I saw the goods but once, which seemed to be a good, big pile of cloths. I do not know their value or amount. These goods were the only goods I saw or knew of on the Tindall and Logan place.

JAMES GIBSON.

Defendant next read the following deposition of Dr. Wm. A. Sykes:

Int. 1st. What is your name, age, residence, and occupation?

Ans. Name is Wm. A. Sykes; my age, seventy years; residence, Aberdeen, Miss.; occupation at present, a farmer.

Int. 2. State if you know the building occupied by Mr. Francis, in the year 1866, as a storeroom, in Aberdeen, Mississippi. State
333 whether the same was burned; if it was rebuilt, state by whom; if you were present when the rubbish or remains were removed, and how often; state if you at any time or times saw the burned remains of pistoles amongst the remains of said building.

Ans. I know he occupied a storeroom of mine at the time it was burned. I suppose it was in 1866. The house occupied by Mr. Francis as a store was burned. I rebuilt it myself, as far as it is already built, or had it done. I was there very frequently when the rubbish or remains were being removed; I do not recollect to have seen the burned remains of pistols or pistol in the rubbish or remains of said building.

Int. 3. Do you know the general reputation of J. R. Francis in the neighborhood in which he lived, in 1865 and 1866; and, if you do, what is the reputation?

Ans. I do not know that I have heard anything against his reputation till his storehouse was burned. I know that the people there generally said, after the fire, that he had set his storehouse on fire, or had it done. That seemed to be the prevailing opinion. I cannot answer to the question "Do I know his general reputation?" further than I have. I
334 cannot say his general reputation was good after having said what I have said.

Int. 4. From your knowledge of the general reputation of J. R. Francis, would you believe him on oath?

Ans. That would depend on circumstances.

Cross-examination:

Cross-int. 1. You say you were acquainted with the building occupied by J. R. Francis as a storehouse, and burned; was there a shutter to the door leading from the counting-room to the cellar?

Ans. I do not remember whether there was a shutter or not.

2. How long had you been acquainted with J. R. Francis? Who did you ever hear speak of him, and what did they say, and when was it?

Answer. I became acquainted with him in the year 1865. I have heard Mr. Anderson say that he, Anderson, told him, Francis, that he, Francis, burned the house or had it burned. I have heard Mr. Spratt, the banker,
speak of him as haveing burned the house or had it done. I have
335 heard a number speak to the same effect, who I forget now. I heard them speak of him, as above stated, shortly after the house occupied by him was burned. Spratt, spoken of by me, was the agent for the insurance company, defendants to this suit. The application for insurance was made to him, Spratt, and accepted.

W. A. SYKES.

Defendant next read the following depositions of I. J. Brown and O. E. Hosmer:

*Interogatories for both witnesses.*

1st. Do you know the parties to above-mentioned suit? What relation, if any, do you sustain to defendants? What interest have you, if any, on the event of this suit?

2. What is your buisiness now, and for how long have you been so engaged? What are and have been your means of acquiring information and skill in the buisiness of insurance?

4. If you answer that you are an expert in the buisiness of insurance and in the definition of terms used in policies of insurance, state whether the terms "dry goods and groceries," are terms of a particular signification in the business of insurance, or when used in policies of insur-
336 ance. If yea, state such signification, and what articles of merchandise are included under the terms "dry goods and groceries."

5. State when a policy of insurance is taken out on a stock of "dry goods and groceries," what articles of merchandise are included in and what excluded from the policy.

6. State what is the customary rate of insurance upon "dry goods and groceries" as compared with other articles of merchandise; and if you say there is a difference in the rate of insurance, state the reasons for the difference.

*Interrogatories for J. J. Bowen alone.*

1st. Do you know of defendants having insured a stock of dry goods and groceries for J. R. Francis, in Aberdeen, Miss., about 17 January, 1866; and, if so, state whether or not you ever made any demand of said Francis in reference to said policy of insurance, the nature of said demand, what was said by Francis, and what has been done by him [him] subsequently in reference thereto.

HOUSTON & REYNOLDS,
*Attorneys for Defendant.*

*Answers of J. J. Brown to interrogatories propounded to both witnesses.*

337 First. To the first interrogatory he saith: I know the parties

to the above-mentioned suits; I am "adjuster of losses" for defendants; I have no interest whatever in the result of this suit.

Second. To the second interrogatory he saith: I am adjuster of losses for defendant, and have been so employed since October 1, 1865. Previous to that date, I was for seven years engaged as a local agent at Buffalo, New York, and am an expert in the buisiness of insurance, and the definition of terms used in policies of insurance.

Fourth. To the fourth interrogatory he saith: The terms "dry goods and groceries," are terms of insurance. Brown and bleached shirtings and sheetings, ticks, stripes, checks, denins, prints, and printing clothes, lawns and ginghams, delaines, jeans, flannels and cotton flannels, linseys, cottonades, drills, Silesias, and cambricks are dry goods; and spool cotton, linen thread, dress braides, hoop skirts, and such articles as are usually kept for sale by wholesale dry goods merchants in New York, would be included in a policy on dry goods. Sugars, teas, coffees, rice, molasses, soap, candles, spice, and dried fruit would be included in a policy on groceries, with such other articles as are usually kept
338 for sale by wholesale grocers in this city.

Fifth. To the fifth interrogatory he saith: A policy on dry goods and groceries would include the articles just mentioned; but clothing, hats, caps, boots and shoes, hardware, crockery, drugs and medicines, and millinery goods would be excluded.

Sixth. To the sixth interrogatory he saith: Dry goods and groceries are insured at the lowest rates of premium charged upon any class of mercantile risks. Stocks of hardware, crockery, and hats and caps, are charged about 25 per cent. more. Stocks of millinery goods about 50 per cent. more; and drugs and medicines about 100 per cent. more, when in the same class of buildings. The reason for these differences in rates of premium consists in the greater liability to fire in premises where the latter classes of merchandise are kept, and the greater liability of such merchandise to damage by fire, water, or removal, in case of fire.

MICHAEL PHILLIPS, *Commissioner.*

*Answer by this witness to interrogatory propounded to him alone.*

First. I do; acting as the agent and adjuster of the defendants, and endeavoring to ascertain the facts relative to the alledged claim of J. R. Francis, the plaintiff, and to get proof of loss completed, as required by his policy, I demanded of said Francis—
339 1st. A detailed sworn statement of his daily sales from the time he commenced buisiness in Aberdeen to the date of fire, about March 12, 1866.

2nd. A detailed sworn statement of the kind, quality, and value of a large quantity of goods which I ascertained had been shipped by said Francis to one Levy, or Leary, auctioneer, at Memphis, Tenn., immediately preceding said fire; and

3. A detail'd sworn statement of goods shipped by said Francis to Illinois, a short time previous to said fire, and to other places.

None of these statements have been furnished to me nor to the defendants.

I. J. BROWN.

*Answers of O. E. Hosmer to interrogatories propounded to both witnesses.*

First. To the first interrogatories he saith: I know the parties to the suits above named. I am assistant general agent of the underwriters' agency, the defendants. I have no interest whatever in the result of this suit.

Second. To the second interrogatory he saith: I am now acting as assistant general agent of the underwriters' agency, and have been connected with this association for more than a year past. My whole time has been devoted to the practice of insurance during this period. I was formerly the agent of an insurance company and had more
340 or less to do with the insurance buisiness since about the year 1860. I suppose I am considered an expert in the buisiness.

Fourth. To the fourth interrogatory he saith: The terms "dry goods and groceries," when used in policies of insurance, are terms of a particular signification, and mean such articles of merchandise as are usually kept for sale in stores devoted to the sale of goods of this class, of a more hazardous description, with the exception of a limited quantity of gunpowder and kerosene oil permitted by the policy. A stock of dry goods is constrewed to mean fabricks composed of wool, cotton, or silk, in the piece and in an unmanufactured state, with the addition of pins, needles, thread, and the like small articles. A stock of groceries embraces sugar, molasses, tea, coffee, flour, rice, spices, and other articles, non-hazardous, usually retailed for family supplies.

Fifth. To the fifth interrogatory he saith: The terms "dry goods and groceries," when used in policies, embraces such articles as are usually found in stores known as dry goods & grocery stores, of a non-hazardous description. In dry goods, ready-made clothing, boots and shoes, hats and caps, and manufactured goods generally, are excluded, as well as the material of which they are composed. Cotton and wool in the same state, are deemed specially hazardous. In "groceries," gun-
341 powder and kerosene oil, (exc'pt in quantities specially permitted,) liquors, tobacco, and segars in large quantities are excluded, unless specially covered by written agreement.

Sixth. To the sixth interrogatory he saith: Dry goods and groceries are ranked as the lowest class of hazard, and, consequently, bear the lowest rate of premium. There is a difference made between this class and others, but the rate of difference cannot be definitely stated, as much depends upon the general character of the stock insured. Hardware, crockery, stocks of hats and caps, would be worth about 25 per cent. more than dry goods and groceries, in consequence of great liability to damage in [in] case of fire, but not from any increase of hazard inherent in the subject insured, while drugs and medicines would be charged 100 per cent. more in consequence of increased hazard by chemicals, oils, and other articles liable to spontaneous combustion, or of great inflamability, and stocks of liquors would be charged a largely increased percentage, from greater inherent risk, as well as uncertain value in the adjustment of loss.

O. E. HOSMER.

[illegible] next read the following deposition of James Oldshoe:

Int. 1st. What is your age, residence, and occupation?

Ans. My name is James Oldshoe; age, forty-six; residence,
342 Aberdeen, Miss.; occupation, hardware merchant.

Int. 2nd. Do you know anything of a fire that occured in the city of Aberdeen on the 12 of March, 1866? If yea, state what buildings were consumed, what time in the day or night did it occur, and, if the building in which J. R. Francis was merchandising was consumed, give a particular description of the same—of the house occupied by Francis.

Answer. I do know of a fire that occured in Aberdeen, Miss., on the

12th day of March, 1868. The buildings consumed were these: One building occupied by Steven Andersen as a grocery store, one occupied by Mr. Francis as a dry goods store, one belonging to Mr. Edde, and the Masonic Hall. The fire occured about supper-time. The building in which Francis was merchandising was [was] consumed. The fire originated in the cellar of the house occupied by Mr. Francis. The fire seemed to originate, judging from the smoke, from the burning of cotton. The smoke smelt very strong, and I think it was from burning cotton. Mr. Francis and I went to the rear of the building to see where the fire was; we met Oliver, Jones, and some one else I forget now, comeing back, who said the fire was in the cellar. The smoke and flames seemed very far advanced when Mr. Francis and I arrived there. The house occupied by Francis was a two-story brick house with a cellar. The cellar
343 was about six feet deep, and extended about half-way the building, commencing at the north or rear end of the building. The up-stairs of the building had two entrances, one at the front and one at the rear; the steps in front going up from the street led up stairs, where there were three rooms; there was a back stairs that led down to the store-room, and then down into the cellar. The store-room above the cellar consisted of two rooms, one large room in front and a small room in the rear. From the rear room there was a stairway down into the cellar, on the east side of the store, the house sitting north and south. The stairway that went down into the cellar, down from the southeast corner of the room, on the eastern side, and near the partition wall between it and the front room. The door between the front and rear room was in the center of the partition wall between the two rooms. The steps that led down into the cellar were on the right (you facing north) of the door between the two rooms; there was a door leading from the rear or counting-room down a flight of steps into the back yard. The rear or counting-room and the main store-room were on the same floor. The cellar was underneath the counting-room and extended part of the way underneath the main store-room. There was a
344 chimney at the north end and in the center of rear or counting-room, and fireplace to this chimney in rear or counting-room. There was no other chimney to the building, and no fireplace in the cellar. There was on the north end of the cellar and eastern side of the chimney, and under the steps, a window with iron bars. On the west side of the chimney there was a door leading into the cellar.

Int. 3. State, if you know, in what part of the building occupied by Francis did the fire originate, and the extent and appearance of the fire at the time you first saw it?

Answer. The fire originated in the cellar. When I first saw [illegible] smoke was issuing out from the floor of the adjoining house, [illegible] the windows and doors of the cellar under Francis' house. I [illegible] see into Francis' house, the front being closed.

Int. 4. State whether you saw J. R. Francis at the time [illegible] before, the fire. If yea, state where, and at what time, you saw him, how long were you with him, what was his maner when you first saw him, and during the time you were with him, and what was said and done by you and said Francis.

Answer. I saw Francis just before the fire; the fire-bells were ringing. About supper-time I heard the fire-bells [illegible] I started from my
345 house to find out where the fire was. I [illegible] about a hendred yards, and at the gate of Haiden's boarding-house, where Francis boarded, I met John R. Francis. I asked him where the fire was. He said, They say it is in my storehouse. We then came down the street,

and found a crowd and the fire-engines in front of the stores occupied by Francis and Steven Anderson. Some one in the crowd said, Break down the doors; some asked where the keys were; they did not know whether the fire was in the house of Francis or Anderson. Mr. Francis said to me, Let us go to the rear and see where the fire is; he may have said, Let us go around. We, Mr. Francis and I, went around the Masonic Hall to rear of Anderson' and Francis' house. We met Oliver, Jones, and some one else I forget now, who said the fire was in the cellar of Francis' store. We saw that the fire was theree in the cellar, and smoke issuing out all around from the cellar. We then came back to the front. I think the door of Anderson's house was open first, and the door of Francis' very soon after. I do not know how or who opened Francis' store. I was with Mr. Francis from the time I first saw him at Haiden's untill I separated with him in front of the store; in all about ten minutes.

When I first saw him, and all the time, he was cool, and not under
346 the excitement I was. I and most men under the circumstances are excited.

Int. 5. Did you at any time during the fire hear any demand of Mr. Francis for the key to his store? If yea, state by whom the demand was made, and what was said and done by Francis.

Ans. When we first came down they, the crowd, around the door, said, Where were the keys? Break down the doors! And I said to Mr. Francis, Why don't you open the door? He, Francis, said, Let us go around to the rear end; see where the fire is.

Cross-examination:

1. Was not the door of the cellar partly open at the time you and Mr. Francis went to the rear of the house, and did not he, Francis, [Francis,] call your attention to the fact?

Ans. I think the door was a little open, and the smoke and flames comeing out at the opening. I think door might have been a little open, or there was a crack around it, through which there were coming out smoke and flames. Mr. Francis said, "Somebody has set my store on fire." I don't know that he called my attention to the door being a little open.

2. What was the distance from Haiden's Hotel to the place of the fire?

347 Answer. About four hundred yards.

3. Did you see James R. Kidd when you first reached the front of the storehouse door?

Ans. I can't say whether I did or not.

JAMES OLDSHOE.

[illegible] next read the following deposition of Benjamin C. Sims:

Dep[illegible] your name, age, residenc, and occupation?

1st [illegible]e is Benjamin C. Sims; age, twenty-two; residence, Monroe [illegible], Miss.; occupation, a farmer.

2. Do you [illegible] J. R. Francis, and did you see him on the night of the 12 of [illegible], 1858, when a fire occured in Aberdeen? If yea, state when and where and at what time you saw him, and what passed between you and him.

Ans. I know J. R. Francis from sight, not personally, I saw him about the first of [illegible], 1858, when a fire occured in Aberdeen. I saw him between the door and gate of Haiden's boarding-house, coming out, just as the alarm of fire was given, about supper-time.

348 Just as I was passing his boarding-house, at Haiden's, some one

said to him they wanted his key, to make haste, that his store was on fire, and they could not get in. His, Francis, reply was, I can't run, I am lame. Then I turned, and said, Give me your key, Mr. Francis, if you can't run, I will open it for you. His reply was, I prefer doing that myself. I then went to the fire immediately, Mr. Francis starting from Haiden's behind me. The fire that then occured was the one that burned the house occupied by Mr. Francis as a storehouse.

Cross-examination:

1st. State, if you can recollect, who it was that spoke to Francis as detailed by you in your answer to second direct interogatory, what time of the day it was, whether it was about dark, and had you ever spoken to Francis before, and do you know that he knew who you were.

Ans. I cannot state who it was who spoke to Francis; I simply heard the voice. It was after dusk—good dark. I had seen him frequently passing on the streets; knew who he was, but can't say positively that I had ever spoken to him before. I do not know that he knew who
349 I was. I had been clerking at Henry Hamet & Co's, and I had seen Francis frequently. I lived in town, and he and I traveled the same road back and forth from my residence and his boarding-house, my residence being on the same street, and north of his boarding-house one square.

R. C. SIMS.

Defendant next read testimony of Charles Cattman:

Int. 1st. Do you know the parties to this suit?

Answer. I know Francis, not the defendants.

Int. 2nd. Were you in Aberdeen, Miss., on the night of the 12 of March, 1866, at the time of the burning of a house in which the plaintiff was merchandising, and other houses on the north side of Commerce street, east of the banking-house of Adams, Spratt and Company; and, if so, were you present at the fire?

Answer. I was in Aberdeen, and present at the fire.

Int. 3rd. State what you were doing there.

Ans. I was a member of the fire company, and was there with the company, with our engine, for the purpose of attempting to extinguish the fire.

Int. 4. Were you, at any time after you got to the fire, in the rear of the Francis storehouse? If so, how long before you got to the
350 fire before you went to the back part of the house; and did you go there once or more? and, if you know, state the condition of the cellar door & window in which was a grate.

Answer. I was in the rear of the said storehouse after I got to the place of the fire. After we got the engine to the public well near the old hotel and in the neighborhood of the Francis house, myself and William Kendall & Billy Morse rand around to front of store for the purpose of using the hose in throwing the water in the house. When we got there we could not get the door open, and we broke one side of it open. After we had so broke it open, we could see no fire there, but only smoke; and we were ordered back to the rear of the buiding to see where the fire was. I do not know how long it took to break the door open in front; and, so soon as we broke the front door & discovered no fire, I was ordered back immediately, & went to the rear. I went therre twice. When I first went back to the rear of the house the cellar door was fastened, and I and some persons who were with me attempted to

force it open, but could not. There was a shutter or plank closing up the opening on the inside of the grated window, and I nocked that down so that we could see where the fire was. I do not remem-
351 ber whether the cellar door was open the second time I went back to the rear of the building or not.

Int. 5. Do you know who was with you, or any [any] of them, when you were in the rear of the house the first time?

Answer. W. Kendall, Billy Morse, and Dr. N. B. Spratt were of those who were present when I was at the rear of the building the first time.

Int. 6. Did you see any fire in the cellar when you went back there to look; and, if so, what part of the cellar did it seem to be located?

Answer. I did see fire, and it was located about 10 feet south of the grated window, near the east wall of the house, and not far from the foot of the steps that went up into the store-room, the grated window on the east of the chimney, and the door of the cellar west of it.

Int. 7. Did you see anything of Captain James R. Kidd about there the first time you went to the rear of the Francis store, or at any other time in the rear of the store-room?

Ans. I did not see Captain Janes R. Kidd in the rear of the store-room that night.

Cross-examination by plaintiff's counsel:

Where were you at the time you first heard the cry of fire?

At the time I first heard the cry of fire I was in my store, about one hundred yards west of the storehouse occupied by Francis, and where the fire occur.

352 What did you then do? How long after you heard the cry of fire before you had the engine at the well?

I think about twenty minutes.

When you went to the rear of the house what direction did you go?

I went the ally along the side of the framed hotel east of the store-house, and knocked some plank from a fence, and entered the yard in the back part of the house in that way.

CHARLES F. CATMAN.

Defendant next read the following deposition of Dr. N. B. Spratt:

Int. 1st. Where were you on the night of the 12 of March, 1866, the night of the fire that consumed the storehouse then occupied by J. R. Francis, in Aberdeen, Mississippi?

Answer. I was at the banking-house of Adams, Spratt & Co., in Aberdeen, the next door west of the house occupied by Francis, which was burned.

Int. 2. What did you do when you heard the alarm of fire, and where did you go, and whom did you see, and what did you do?

Answer. When I first heard the alarm of fire I was about 50 yards west of the banking-house, & went immediately to the bank. I saw no fire in the bank, but saw an abundance of smoke in the front
353 room. About that time Ben Holladay came into the bank-house. We then commenced carrying some books out of the bank-house across the street to Howard's. After carrying a load I came back to the bank. I then saw a smoke coming down the chimney in the front room of the bank. I then supposed that the Francis house was on fire, and went into the back yard of the bank, and looked over the fence at the back of Francis' building, and saw the cellar door of the Francis storehouse, and it was closed. I saw some smoke spring from that

door. I then returned to the bank, and, with the assistance of Ben Holladay, finished carrying the books out of the bank over to Mr. Howard's store. I made about three trips to Mr. Howard's store. After I had examined the rear of Francis' building I then returned to the bank, and remained some five minutes or less, and then came to the front of Francis' store, on Commerce street. The engine had got in position by that time, and some of the fire company were at Francis' front door, and were trying to break it open. They did not succeed, and I and "Catman" and several others then returned to the rear of Francis' building; and when we got back there I still saw smoke issuing from the cellar, and Mr. Catman and myself both tried to force the cellar door open, but did not succeed in doing it; and I left, and went back to the bank-house of Adams, Spratt & Co.

354 Int. 5. Did you see anything of Capt. James R. Kidd in the rear of Francis' store during either of your trips there?

Answer. I do not remember of seeing him at all that night.

Int. 4. Was the Commercial Hotel then occupied as such? How far is the back part of it from the rear of Francis' storehouse and was the back yard of Francis' storehouse overlooked by the rooms in the back part of the hotel and by the hotel kitchen?

Answer. I am not positive whether it was occupied as a hotel at that time or not; the distance from the hotel to the back yard of the Francis store was about twenty or twenty-five yards. (Mr. Harraper was there occupying the hotel as such, as is agreed by both parties.)

Cross-examination:

Cross-int. How high is the plank fence between the bank lot and the lot occupied by Francis?

Answer. The fence is about six feet high; I stood on the railing and looked over.

W. B. SPRATT, *M. D.*

Defendant next read the deposition of Dr. E. H. Lewiss:

Int. 1st. Do you know the parties to this cause?

355 Int. 2. Do you know anything of a fire that occured in the city of Aberdeen, in Monroe County, Mississippi, on the night of the 12 of March, 1866, in which the storehouse at and before that time occupied by J. R. Francis, for the sale of goods, as well as several other buildings on the north side of Commerce street, west of the Commercial Hotel, were burned down?

Int. 8. Did you go to the fire on that occason? If so, was the front door of Francis' store, or any part of it, battered down when you got there? If not, was it battered down or forced open whil you were at it?

Int. 4. Where did you go after the forcing of the front door had been effected?

Int. 5. I you say you went to the rear of the Francis storehouse, state whether, when you got there, the cellar door was open or closed? If closed, whether any effort to force it while you were there, and was the effort or not successful, and did you see anything of James R. Kidd back there at that or any other time during the continuance of the fire?

Int. 6. Did you look into the cellar of the Francis store on that occasion? If so, how did you see in, and did you see any person in there at that time? Could any human being have lived in there for an instant at the time you got around there and looked into the cellar? State the

condition of the cellar, and the fire in the cellar at that time, its
356 appearance, &c., and to what extent it had burnt the wooden parts of the house and other timbers in the cellar?

*The answers of Dr. E. H. Lewis to interrogatories.*

Ans. 1. I know John R. Francis, and have heard of the defendants.

Answer 2. I do know of the fire which burned down the building above indicated, but do not distinctly remember the date, but think it was about the time asked about.

Answer 3. I did go to the fire on the occasion; the front door was not opened when I got to it, but parties had commenced attempting to batter it down about the time I reached there; I remained there till the door was broken open.

Answer. 4. I went to the rear of the store of Francis after the front door had been broken open.

Answer 5. When I got to the rear of Francis' store the cellar door was closed; there was no effort made to force it; I did push it, and it did not yeld to my push, but I do not now remember how hard I pushed at it. I have no remembrance of seeing James R. Kidd there at the time, nor do I remember of seeing any one else there at that time; I know that no one was there when I got therre; that is, at the door of the store; and I know that Kidd was not there at any time while I was there.

357 Ans. 6. I did look in the cellar of Francis' store on that occasion; I saw in through the grated window; did not see any person in there at that time. In my opinion, no human being could have lived in there for any length of time at the time I arrived there. When I looked in evrything seamed to be covered with fire, and looked like some combustible or inflamable substamce had been poured over the boxes and everything in the cellar; it was running in the boxes, barrels, &c., in the cellar, and yet nothing of the wooden substamce semed to be chared or burned. I had sometimes spilled alcohol on my table, and to get clear of it would touch a lited match to it, and the fire would run over the table where the alcohol was lodged and burn it off without charing my table. When I first got to the rear of the cellar and lookd, the appearance of it reminded me of that. There were a large number of boxes and some barrels in the cellar.

Int. 7. Where did you go to after you left the rear of Francis' building?

Answer. I went back to front of store and hunted up Mr. Bob Brannan, the captain of the fire company. They were then commencing to lay down the hose. I wanted them to go to the rear with the hose.

Cross-examination by plaintiff:

Int. 1. Did you have a clear and distinct view into the cellar through the grated cellar window?

Ans. I did.

358 Int. 2. From the time the fire commenced do you think any person could have gone to the rear of the house before you?

Ans. There was time for other persons to have gone to the rear of the house before.

Int. 3. Was there time after the house was broken open for any person to go behind the house before you?

Ans. I think I must have been the first person behind the house after it was broken open; of this I am not certain.

E. H. LEWIS.

We agree that the above and foregoing deposition be read in the above-stated cause subject to exceptions for competency and relevancy.
June 4, 1869.

HOUSTIN & REYNOLDS,
*Attorneys for Defendants.*
DAVIS AND GHOLSEN,
*Attorneys for Plaintiff.*

Defendant nex read the following deposition of S. C. Anderson:

Int. 1. What is your name, age, residence, and occupation?

Ans. My name is S. C. Anderson; age, twenty-six; residence, Aberdeen, Mississippi; occupation, tax collector.

359 Int. 2. Do you know J. R. Francis? When was he merchandising in the first of the year 1866; and if you were in buisiness near him, state how near.

Answer. I do know J. R. Francis; he was merchandising in Aberdeen, Mississippi, in the year 1866. I was in buisiness near him, the next door to him.

Int. 3. Do you know of J. R. Francis having offered to sell you in the first of 1866 any cotton? If yea, state time, and what past between you and him, and where said cotton was and the kind of said cotton.

Answer. He did offer to sell me some cotton in the first of the year 1866, about the last of February, 1866; I told him I was not buying cotton; that my father would buy it probably to finish a bale of his. Francis said the cotton was there in the cellar, and that there were three or four hundred pounds of it loose cotton. My father came in, and Francis showed him a sample of lint cotton.

Int. 4. Do you know of the burning of J. R. Francis' store, on the 12 of March, 1866? If yea, state whether the day after you had any conversation with said Francis in reference thereto; state fully what passed between you and him.

Ans. I do know of the burning of Francis' storehouse, on the
360 12 of March, 1866. The evening of the next day I met Francis opposite the office of Houstin and Reynolds; I asked him if he knew what public opinion was in reference to the burning; he answered that he did; that they believed he fired it. I then told him I fully concured in the opinion of the people, and I believed that he was the d—d rascal who set it on fire; to which he made no answer.

Int. 5. Do you know the general reputation for truth and veracity of John R. Francis, in Aberdeen, Miss., in the year 1865 and 1866, for truth and veracity?

Ans. I do not.

Int. 6. Do you know the general reputation of John R. Fr[illegible] neighborhood in which he lived in the year 1866? What is [illegible] tation?

Answer. I do know his general reputation from hearsay.

Int. 7. From your knowledge of the general reputation of John R. Francis, would you believe him on oath?

Answer. I would not.

Cross-examination:

Cross-int. 1. At the time you met John R. Francis, before or about the office door of Houstin and Reynolds, on the day of the fire, and
361 had with him the conversation represented in your 3 direct interogatory, were you not very much excited and under the influence of liquor; and was not your coudnct defiant and overbearing, and were you not armed?

Ans. I was laboring under some excitement; I was not under the influence of liquor much, for I had only drank about three drinks that day. I asked him very quietly what the opinion of the people was, and after his answer, I became more excited then I had been before. I was armed, but I did not exhibit my weapons.

2. Was any person present at the time of the conversation? If yea, how many and who?

Answer. I recollect that five or six were present, I don't remember who; I remember Oscar Pollard was present.

3. From anything you know of Jno. R. Francis' reputation before the fire, would you have hesitated to believe him on oath?

Ans. I think I would have believed him on oath.

5. When, in your answer to 7th direct interrogatory, you said John R. Francis' reputation was bad, and from that knowledge would not believe him on oath, did you allude to his reputation before or after the fire?

Ans. After the fire.

362 Int. 6. Was not his general reputation as being a bad man induced by the charge that he had fired the house?

Ans. It was, in connection with the report that he was a bad man at Eastport.

Cross-int. 7. How long had you known Mr. Francis before the fire?

Ans. About two months and a half.

8. Did you ever hear any person speak of J. R. Francis' reputation before or after the fire?

Ans. I heard Sam'l W. Treat, after the fire, speak of his, Francis', reputation at Eastport; I heard other persons speak of his reputation; their names I can't now recollect.

S. C. ANDERSON.

Defendant next read the following deposition of J. H. Anderson:

Int. 1. Do you know J. R. Francis?

Ans. I know him when I see him.

Int. 2. Did John R. Francis offer, in February or March, 1866, to sell you any lint cotton? If yea, state where said Francis said the cotton was, and fully evrything in reference thereto.

Ans. John R. Francis, in February, 1866, proposed to sell me some lint cotton; he said it was in his storehouse; the cotton was loose, unbald lint cotton. To the best of my recollection, it was in a

363 hogshead near the fireplace. I am not positive whether it was in a box or a hogshead. To the best of my recollection, he said there was someting like two hundred pounds. I did not buy the cotton, and do not know what became of it.

Cross-examination:

1st. At what time in February, or as near the time as you can, was said offer made; where were you when said offer was made, and who was present; were you not, and were you not at that time, the owner of a gin and press, and in the habbit of gining and baleing cotton; and was not said cotton offered to you as a remnent, and to fill out a bale, in consequence of the fact that you were then, or recently been, engaged in baleing cotton; did you see the cotton spoken of; and, if so, in what condition?

Ans. Said offer was made in the month of February; I can't state the exact time. I was in the street in front of Francis' store, when he made me the offer, and there was no person present that I can remember,

except Mr. Francis and myself. I am now, and was then, the owner of a gin and press; I am and was in the habit of ginning and baleing cotton. He, Francis, said that my son told him that he might sell me the said cotton as a remnent, to fill out a bale of cotton. I saw
364 the said cotton, and my recollection is that it was in either a box or a hogshead in the store-room.

J. H. ANDERSON.

Defendant next read the following deposition of Oliver Eckford:

Int. 1. What is your name, age, residence, and occupation?

Ans. My name is O. O. Eckford; age, 19; residence, Aberdeen, Miss.; clerk in the office of Houstin and Reynolds.

Int. 2. Do you know J. R. Francis; did you ever sustain any business relation to him; if yea, how, where, and when?

Ans. I know J. R. Francis; I have sustained a buisiness relation to him; I was clerk in Aberdeen, Miss., for J. R. Francis; I commenced clerking for him, to the best of my recollection, the latter part of November, or the first of December, 1865; I quit clerking for him abut the 1st of February, 1866.

Int. 3. Was the building in which you were clerking the [the] same which was subsequently destroyed by fire in the month of March afterwards?

Ans. It was.

364 Int. 4. Did you and Mr. Francis, whilst you were clerking for him, have in the building occupied by him as a storehouse any lint cotton or light wood? If yea, state when the same was brought there, how long it remained, where stored, the amount thereof, and condition of the same.

Ans. He had some loose cotton in a hogshead or box; there was also some light wood. I can't say when they were brought to the store, as they were there when I commenced clerking, though I am not certain as to the pine or light wood. The cotton was not removed while I was clerking there; some of the pine was consumed for fuel while I was there, but there was some remaining when I left. The cotton was stored in the cellar, near the door on the west side of the cellar. The pine was near the door, some of it scattered about the cellar. The cotton was in the hogshead, and some of it, to the best of my recollection, though I am not certain, was scattered around the hogshed containing the cotton.

Int. 5. Was there in the store of said Francis, whilst you were clerking for him, any gunpowder in the building occupied by said Francis as a store-room? If yea, state how much, as near as you can recollect, where the same was stored, and under what controol was it.

365 Ans. To the best of my recollection there was a small [illegible] gunpowder about half full; it was in the store-room [illegible] counter, and exposed for sale, as other articles of merchandi[illegible]

Int. 6. Who succeeded you as clerk in said store, [illegible] did they come from, and what relation did they sustain to Mr. F[illegible]?

Ans. I was succeeded by a Mr. Lozier and a Mr. Oli[illegible] Francis told me that a relation of his, Mrs. Stone, was coming to clerk for him, and wanted me to stay until she came. Mr. Oliv[illegible] came after this; Mr. Oliver and Mr. Lozier were strangers here.

Int. 7. Was there any door shutter beteen the cellar and the counting-room on the steps that led down into the cel[illegible] it necessary to close the cellar door in the rear of the buil[illegible]der to protect the store-room and counting-room?

Answer. I do not know of a door shutter on the steps leading from the

counting-room down into the cellar. I have no remembrance of such a door shutter. It was necessary to close the cellar door in the rear of the building in order to protect the store-room and counting-room.

366 Int. 8. Whilst you were clerking for Mr. Francis, did he take an inventory of stock? If he communicated to you the value of said stock, state what; or, if he said anything to you in reference thereto, state what.

Ans. He took an inventory of sock with my assistance while I was there. He did not state to me the value. I do not remember his saying anything to me in reference thereto. I do not know that he ever said anything to me about it.

Int. 9. Whilst you were clerking in the store of said Francis, did he have any pistols exposed for sale? If yea, state the number and kind.

Ans. When I was clerking for Francis he received and exposed for sale a box of pistoles of the Smith and Wesson brand; they were silver-mounted, six-shooting pistoles. I do not remember the exact number; there was a large drawer full of them. They came in two boxes; one box containing cartridges, and the other containing the pistoles. According to my recollection there were something between 30 or 40 of them. They varied in prices, fixed by Mr. Francis, from $25 to $35.

Cross-examination:

1. Are you distinct in your recollection whether the cotton was in a hoghead or in boxes; and if there was cotton laying loose around

367 the hogshiad, would you not, as clerk, have taken it up and cared for it?

Ans. I am not distinct in my recollection whether the cotton was in a hoghead or boxes. I did not think it my buisiness to pick up loose cotton in the cellar. I think now the loose cotton was in a pile. To the best of my recollection the loose cotton was in a pile near the hogshead or boxes, or whatever it was in. I don't mean to say, in my answer above, that the loose cotton was scattered all around over the cellar, but around the hogshead in a pile.

2. Did the door from the outside into the cellar have a shutter to it; was it kept locked, or did it fasten with a bar on the inside or outside; were you and Mr. Francis in the habit of keeping the back doors of the establishment closed and secured, or did they remain open; was there any other clerk in the house but you during the time you remained there; who slept in the store or counting-room, or did any one?

Ans. There was a shutter to the door into the cellar. To the best of my recollection it fastened on the inside with a bar. Sometimes they were open and sometimes shut. They were always closed at night. Mr. Francis and I always fastened the doors at night. When

368 I first went to clerk with Mr. Francis I found a Mr. Logan clerking with him; and he, Logan, left about the 1st of January. For a short while, about a week or two, I slept there after Logan left. Previous to that time Logan slept there.

3. State whether there was any other powder in the house other than the half keg you have spoken of; and whether the pine, or lightwood, which you have spoken of, was not used every day in starting or kindling fires.

Ans. I do not remember of there being any other powder in the store other than [than] that which I have spoken of. We used the pine or light wood evey day for kindling fires.

Q. O. ECKFORD.

Defendant next the deposition of Daniel G. Burr:

Int. 1st. What is your name, age, and residence?

Ans. Daniel G. Burr; age, over 40 years; my residence is Paris, Edgar County, Illinois.

Int. 2nd. Are you acquainted with J. R. Francis, the plaintiff in this suit?

Ans. I am.

Int. 3. How long have you known him?

369 Ans. Twenty years or more.

Int. 4. Are you acquainted with Eliza A. Walton, of Shelbyville, Illinois?

Ans. I went (as agent of the Germania Fire Insurance Company of New York) to see a colored woman in that place, who answered by that name, some time during the winter of 1867-'8. I think in December, 1867.

Int. 5. What was the nature of your buisiness with her?

Ans. I was directed by the general agent of said insurance company to make inquiry of her in relation to any goods being brought from Aberdeen, Miss., or Memphis, Tennessee, to Mattoon, Illinois, by J. R. Francis, or Mrs. Stone.

Int. 6. Have you ever seen this woman before or since the time you mention, or more than once, on this buisiness?

Ans. Never but this one time.

Int. 7. Did you tell this Eliza A. Walton that if she would answer some questions as you wanted her to do, that it would be money in her pocket?

Ans. I did not.

Int. 8. Did the general agent of the Germania Fire Insurance Company, or any attorney, or any other person, direct you to bribe or

370 reward Eliza A. Walton, in order to obtain any information in relation to this case, or any other information whatever?

Ans. No one ever did.

Int. 9. In what capacity were you acting for the Germania insurance company at the time of this interview with Eliza A. Walton?

Ans. As their local agent in Paris, Illinois.

Int. 10. Are you at this time agent of the Germania Fire Insurance Company of New York, or any of the companies composing the underwriters' agency, or in any way interested in them, directly or indirectly?

Ans. I am not.

Int. 11. Is this photograph, marked "A" on the schedule, and printed on the back as follows: "City Galery, south side of Public Square, Springfield, Ill., F. McNulty, artist," a photograph of yourself?

Ans. It is.

DANIEL G. BURR.

Defendant then red the 1, 2, 3, 4, 5, 6, & 7 answers of H. A. Lozier in his second deposition, for the purpose of contradicting statements contained in deposition read by plaintiff:

Int. 1. What is your name, occupation, and place of residence?

Ans. My name is Henry A. Lozier; my residence is Mt. Vernon, Indiana; and my occupation is that of a

371 Int. 2. Do you know the parties to the above named suit?

Answer. I know the plaintiff, J. R. [illegible] and I know the defendant, the Germania Fire Insurance Co[illegible] by reputation.

Int. 3. Do you know anything of a loss [illegible] sustained by said plaintiff, at Aberdeen, Mississippi, about the [illegible] day of March, 1866? If

so, state the circumstances attending it; its origin, extent, and the amount of damage it was to said J. R. Francis.

Answer. There was a fire; John R. Francis' stock of goods, with the store in which the same was, bured up in Aberdeen, Mississippi. It was the 12 day of [of] March, 1866, in the evening, while we were gone to supper; somewhere from 5 to 7 o'clock. I knew nothing about the origin of the fire, and have no idea of its origin. My boarding-house was about three or four squars from the store, and as I came up from supper I heard them pounding and hollowing; I rushed up and found it was Francis' store on fire; I was clerk for Francis and kept his books; I knew more about the buisiness of said store than he did. The fire burned the store and eveything in it. The amount of damage to J. R. Francis was fourteen tousand five hundred and ten dollars and
372 ninety-five cents; this was the store and stock of goods of J. R. Francis.

Int. 4. What position did you hold in the store at that time?

Ans. I was clerk and book-keeper.

Int. 5. What was the value of the [of the] goods lost at that time by Francis, and your means of information?

Ans. The value of the goods then was as I have stated in my answer to the third interrogatory; my means of information are as follows: About the 10 day of February, 1866, an inventory of the value of the goods, wares, and merchandise in said store was taken by said Francis and myself, and said inventory then made amounted to sixteen thousand four hundred dollars, ($16,400,) but the value was reduced between the 10 of February, 1866, and the 12 day of March, 1866, when the fire occured, to fourteen thousand five hundred and ten dollars and ninety-five cents, ($14,510$\frac{95}{100}$,) by regular sales in the ordinary way in the retail trade; the books were [were] all burnt up. I distinctly remember the amount of the inventory taken in February 10, 1866; and, during the week succeeding the fire, I made a calculation of the amount of sales between the date of such inventory and the date of the fire; I
373 know about the average amount of sales per day, and made the calculation accordingly, and deeducted such sales from the inventory.

Int. 6. Where was Francis immediately before the fire—say for an hour, and up to the time alarm of fire was given?

Ans. At supper-time we both went out of the store; I locked the door, and put the key in my pocket. We both started to supper together; we went up the street together till we separated; I went to the left, to my boarding-house, and he to the right, to his boarding-house; I did not see him again till the alarm of fire had been given and the store was all on fire. He arrived at the fire before he did. Francis and I were in the store together from noontime till supper-time of the day the fire occured.

Int. 7. State whether any goods had been shpped from his store in Aberdeen, by said Francis, at any time previous to said fire; and, if so, show when, where to, and whether you have included or excluded them in your estimate of the value of his stock at the time of the fire.

Ans. A few days previous to the 10 day of February, 1866, certain goods and merchandise, the property of said Francis in said store, consisting of clothing, piece goods, pistoles, and amunition, and also
374 some milinery goods, were boxed, packed, and invoiced to J. R. Francis, Mobile, Alabama. He had a large stock of clothing, and picked out some of it, a part of which was not suitable for that market, and two or three pistols, and a remnent of milinery goods, which were shipped as above stated. He closed out his milinery stock by so doing.

I have excluded them from my estimate of the value of the stock at the time of the fire. All the goods shipped from his store previous to the fire were shipped before the 10th day of February, 1866, when the inventory was taken.

Int. 8. State anything you know material to the cause.

Ans. I believe I have stated all I know material to the cause.

Int. 9. Have you had any communication from the defendant in this suit respecting your testimony herein? If so, state what; also, what proposition they have made you, and, if you have them, affix the letters you have received from defendant, original envelope and all, and identify them as part of this deposition.

Ans. Some three months ago, (about the 1st of September, I think,) I received a letter directed to me at Evansville, Indiana, and forwarded to me at Mt. Vernon. I lived at Evansville shortly before that
375 time, and left directions with the postmaster there to forward my letters to me at Mt. Vernon. The letter in question was postmarked New York City, and signed J. R. Adams, or J. N. Adams, I do not now remember which, and was to the following purport, as near as I can recollect:

NEW YORK CITY, (date not recollected.)

H. A. LOZIER.

DEAR SIR: I write to you to know of you what you know about the loss J. R. Francis sustained in Aberdeen, Miss., by fire. Parties in New York wish to take your deposition about the same, and if your testimony is satisfactory you can hear something greatly to your (struck out) advantage. Answer immediately. Enclosed stamped envelope marked confidential, (and signed)

J. R. ADAMS, or J. N. ADAMS,

(I do not now recollect which.)

I do not pretend to say that this is the exact language of the letter, but the purport and meaning is the same, and the language is as near as I can now recollect. I know positively that the proposition was made in the letter that, if my testimony was satisfactory, I could have something to my pecuniary advantage, with the word pecuniary scratched out by a firm stroke across it. I read the letter and handed it to a man by the name of S. P. Crawford, of Kansas, and we
376 had a big laugh over it. Mr. Crawford was visiting Mt. Vernon at the time. I never answered the letter, and heard nothing more about it. I regarded it as an offer to bribe me. I laid the letter away at the time, thinking it would be of some use. I have since diligently looked over my papers for it, and cannot find it.

HENRY A. LOZIER.

Defendant then read the following deposition of S. W. Hadden:

Int. 1. About what time did J. R. Francis get to your house the night of the fire; and whether or not he left after he got there before you heard the cry of fire, and did you know his whereabouts all the time?

Answer. He came to my house to his supper at the usual hour on the night that said fire occured, and had eaten his supper before I heard the cry of fire. He was up in his room when I heard the cry of fire. He left my house when the alarm of fire was given, and returned in about an hour or a half; and, so far as I know, he never left the house any more that night.

S. W. HADDEN.

Defendant then read by consent the following statements:

377 LOOHATTEN, MISS., *June* 5, '69.

2 b'x's mdse, weighing 380 lbs., consigned to J. J. Logan, Loohaten, Miss., shiped by J. R. Francis, from Corinth, Miss., March 28, 1866. Received March 31, 1866.

I certify that the above statement is a correct copy of way bill, taken from M. J. freight-book.

June 5, 1869.

J. J. CARUTHERS, *Agent.*

*Price of gold in greenback, New York.*

| | | | | |
|---|---|---|---|---|
| Jan'y | 1, '66 | 1 44¼ | for | 1 00 |
| " | 15, '66 | 1 39¾ | " | " |
| " | 31, '66 | 1 41 | " | " |
| Feb'y | 1, '66 | 1 40¼ | " | " |
| " | 14, '66 | 1 38¼ | " | " |
| " | 28, '66 | 1 36¼ | " | " |
| Mar. | 1, '66 | 1 33¾ | " | " |
| | 14, '66 | 1 30¾ | " | " |

ADAMS, SPRATT & CO.

*Aberdeen.*

| | | |
|---|---|---|
| Jan'y | 1, '66 | 1 44 |
| " | 15, '66 | 1 40 |
| " | 31, '66 | 1 30 |
| Feb'y | 1, '66 | 1 28 |
| " | 14, '66 | 1 28 |
| | Feb'y 28, '66 | 1 35 |
| 378 | Mar. 1, '66 | 1 35 |
| | " 14, '66 | 1 30 |

ADAMS, SPRATT & CO.

Defendant then read the following affidavit for a continuance, which was admitted by plaintiff; that is, if the witness was present, he would testify as stated in [in] the affidavit:

Defendant is not ready for trial, for want of the testimony of Cookendorfer, by whom he expects to prove that he was [was] express agent at Prairie station, on the Mobile & Ohio railroad, in months of February and March, 1866; that, the last of February or the first of March, 1866, he shipped for John R. Francis a lot of goods by express; that said Cookendorfer is now a resident of the State of Texas; that his whereabouts was only recently ascertained by counsel for defendant; that some time in the month of March, 1869, the counsel for defendant sent interrogatories to attorneys in Houstin, Texas, to take the deposition of said Cookendorfer; that, just before the commencement of this term of court, the counsel for defendant were informed by counsel employed to take deposition of said Cookendorfer, that his place of residence was some distance distant from Houstin, Texas, was inaccessable
379 on account of high water, and, as soon as the waters subsided, they would take steps to take and forward said deposition; that the said witnesses' testimony is not absent by procurement of defendant; that counsel for defendant have used all diligence since [since] his where-

abouts was ascertained, to get his deposition; that there is no other witness in attendance by whom the shipment of the [the] goods as above detailed can be proved; that they expect to have his testimony by the next term of this court; that this application is not made for delay, but that justice may be done.

June 19, 1869.

R. O. REYNOLDS.

Sworn to and subscribed before me this 14 day of June, A. D. 1869.

J. H. VISER, *Clerk.*

That the residence of this witness was not known to the agent of defendants, at Aberdeen, Miss., nor to the general agent of defendants, at New York, as this affiant is informed and believes; that said witness left the county of Monroe, Miss., in 1866, before the commencement of this suit in circuit court of Monroe County; that, after the suit
380 was brought, efforts were made by counsel and agent named above to ascertain the whereabuouts of said witness, and the same was found out as stated in March, 1869.

R. O. REYNOLDS.

Sworn to and subscribed before me this 14 day of June, 1869.

J. H VISER, *Clerk.*

Reuben O. Reynolds testified for defendant that he examined at Aberdeen and Prairie station, for the express books of express companies containing shipments for February and March, 1866; that he was told the books were not at the office. He also inquired of one Perry, who was express agent on this division of the Mobile and Ohio railroad, and was told that they were not under his charge.

The express agent in 1866, first of year, at Prairie station, left the State in summer of 1866, and his wherabouts was known only recently.

This was all the testimony for the defendants.

The following testimony was offered by plaintiffs in rebuttal:

386 Geo. West testifield:

Was express agent at Oxford; express agents were required to keep a record of their shipments and receipts. Such is the custom and instruction to all express agents.

G. W. Delbridge testified same in substance as Geo. West.

Plaintiff next read deposition of Oscar Pollard, taken by defendant:

Int. 1. What is your name, age, residence, and occupation?

Ans. My name is Oscar Pollard; my age is 30 years; my residence is Okolona; and occupation a druggist.

Int. 2. Do you know of a fire in the city of Aberdeen, Miss., on the 12 of March, 1866? If yes, state at what time and where said fire originated, and fully everything you know in reference thereto.

Ans. I do know of a fire in Aberdeen, Miss., on the 12 of March, 1866. I was clerking at the next door of Jno. R. Francis for S. C. Anderson at the time the fire spoken of occured. I was in the house in which I clerked at the time the fire originated; my attention was called
387 by a Mr. Bryant, or Mr. Motlow, I forget which, who were with me at the same time in the house in which I was clerking, to a smoke near the ceiling in the rear of our room, saying that it proceeded

from papers or something which had taken fire from the lamp which was in the rear of the house at the desk; and upon examination I found that there was no papers burning there, and if anything was burning it was the lamp or candle; I forget now which was burning at the time. I then ran up stairs to make further examination as to where the smoke came from, and the smoke seemed to be coming through the joist from some where else. The building occupied by S. C. Anderson, and Francis, was separated by a partition wall between them. Discovering there was no fire in the building of Anderson, in which I was then clerking, I immediately ran down stairs. I commenced having Anderson's goods removed, and securing papers and money. I attempted to go down into the cellar of Anderson's house to remove powder, but was prevented by smoke in the cellar; went through the back door to rear of buiding, and discovered that the fire seemed to originate inside the cellar of Francis' store, from ten to twenty feet from the north wall and equidistant from
388 the side walls of Francis' building, where I first saw the fire. I do not, to the best of my recollection and opinion, think that it had burned through the flore of Francis' store. The flames when I first saw them seemed to originate from something combustible on the flore of the cellar—the ground or brick floor of the cellar. There was an iron-grated window and door in rear of the cellar of Francis' store. I saw the fire through the grated window; I do not recollect whether the door was opened or closed; my attention was not called to it at the time; the fire occured about supper-time, cleaverly dark, about the midle of March, 1866; I had been to supper and came back to relieve Anderson, who remained in my absence.

Int. 3rd. Were you present at a conversation between Stephen C. Anderson and John R. Francis, near the office of Houstin and Reynolds, the day after the fire? If yea, state what pased between then, who was present, and all about it, and Anderson's and your condition at that time.

Answer. I was present at the conversation between them, Anderson and Francis, refered to. Anderson and Francis went or came together in some way; I mean that they were in each other's presence; Mr.
389 Anderson said something to Mr. Francis in reference to the fire that occured the day previous, accusing him, Francis, of burning him, Anderson, out, or something to that effect—I do not remember exactly what; to which Mr. Francis made no positive explanation or reply. I do not now recollect that he made any reply to Anderson, or talked to him at all. Seeing Mr. Anderson was excited, I took Francis by the arm and walked off with him, or took him to one side, in order to keep down any difficulty between them. I can't remember who was present, but it seems to me several parties were in and out of the door while we were there. I was sober, and Mr. Anderson was sober, at the time. My recollection is that Anderson had taken one or two drinks in my presence that day. Anderson did not exhibit any arms; his gestures were excited and he did not attenpt, that I recollect of, to exhibit or draw any weapons.

Int. 4. When, where, and how long did you know John R. Francis?

Answer. I knew J. R. Francis at Aberdeen, Miss., the latter part of 1865 and the first of 1866; from two to four months before the fire.

Int. 5. Do you know the general reputation of John R. Francis in Aberdeen, Miss.? State what that reputation is.

390 Answer. I do know the general reputation of J. R. Francis in Aberdeen, Miss. Before the fire it was good; after the fire it was questioned.

Int. 6. From your knowledge of the general reputation of J. R. Francis, would you believe him on his oath in a court of justice?

Answer. I would.

Int. 7. On the night of the fire, had the storehouse of Anderson been closed?

Ans. Anderson's store had not been closed that night.

Int. 8. Were the stores in Aberdeen usually kept open after supper?

Ans. As a general thing they were.

Cross-examination:

Int. 1. State whether J. R. Francis was or not a northern man, and how long he had been in Aberdeen, and whether you and Anderson were both natives of the South, and had you not both been confederate soldiers?

Ans. My understanding is that he, Francis, is a northern man. He had been in Aberdeen from four to six months previous to the fire. Anderson and I are natives of the South and both confederate soldiers.

Int. 2. State whether, at the time of the interview spoken of by
391 you between Anderson and Francis, Mr. Anderson was not under high excitement from his loss by the fire, which was added to by the effect of liquor, and whether his manner at the time was not defiant and overbearing, and had you been with him all day up to the interview.

Ans. He was under some excitement from the cause alluded to, principally from the loss; I could not have told that he had taken liquor had I not seen him take one or two drinks during that day or morning; his manner was overbearing to some extent; I can't say his manner was defiant; I had been with him a great deal that day but not all the day.

OSCAR POLLARD.

Samuel Shoup testified:

Was a professional merchant; not a very reliable estimade of the value of a stock of goods can be made by an examination of them by sight; it would be guess-work; but as reliable opinion could be proved from the sight as could be from taking invoice price and deducting sales therefrom.

J. J. Logan, F. N. Olivar, and J. R. Francis testified: Some cotton in the cellar, but was nailed up tight in some goods boxes.

392 W. S. Logan, H. M. Sneshen, A. B. Powell, R. N. Parish, H. Van Seller, W. D. Latshaw, A. T. Troden, Geo. Hunt, Henry C. Rives, A. B. Austin, J. B. Vance, John Sheriff, and a large number of other witnesses, testified that they had known Johr R. Francis from two to twenty years; that they know his reputation for worth and veracity; that it was good, and that they would believe him on oath.

These witnesses included all classes, lawyers, merchants, judges, clerks, and farmers of the State of Illinois, and sustained J. R. Francis for truth and veracity, as for good character; and it is agreed that this agreement shall be taken as a substitute for the deposition.

DAVIS & GHOLSEN,
*Attorneys for Plaintiff.*
HOUSTIN & REYNOLDS,
*For the Defendant.*

This was all the testimony submitted in the cause.

R. A. HILL, [SEAL.].
*Judge U. S. Dist. Court N. Dist. Miss.*

393 United States district court, northern district of Mississippi.

*Writ of error bond.*

Know all men by these presents, that we, the Germania Fire Insurance Company, as principal, and Francis Bang, of New York, and Henry J. Bang, jr., and H. D. Spratt, of Aberdeen, Mississippi, as sureties, are held and firmly bound unto John R. Francis in the sum of one thousand dollars, to be paid to the said John R. Francis, his executors, or administrators; to which payment, well and truly to be made, we bind ourselves, and each of us, jointly and severally, and our and each of our heirs, executors, and administrators, firmly by these presents, sealed with our seales and dated this 31st day of July, 1869.

Whereas the above-named the Germania Fire Insurance Company has presented a writ of error to the Supreme Court of the United States to reverse the judgment rendered in the suit of said John R. Francis against the said insurance company, No. 2793, by the said district court of the United States for the northern district of Mississippi: Now, therefore, the condition of the obligation is such that if the said defendant shall prosecute said writ of error to effect, and answer all costs if it shall fail to make good its plea, then this obligation shall be void; otherwise the same shall be and remain in full force and virtue.

JOHN EVERSDALE, *V. Pres't.* [SEAL.]

394 FRANCIS BANG. [SEAL.]

HENRY J. BANG. [SEAL.]

H. D. SPRATT. [SEAL.]

Sealed and delivered in presents of—

JOHN A. OLBAM, *U. S. Commissioner,*

*And Deputy Clerk of U. S. Dist. Court Southern Dist. New York.*

SOUTHERN DISTRICT OF NEW YORK, *ss:*

Francis Bang and J. Bang, jr., being duly sworn, each for himself, deposes and says that he is a resident freeholder within the State of New York, and that he is worth the sum of two thousand dollars over and above his debts and liabilities in property not by law exempt from execution.

FRANCIS BANG.
HENRY J. BANG.

Sworn and subscribed to before me this 31 day July, 1869.

JOHN A. OLBAM,

*Deputy Clerk of U. S. Dist. Court for Southern Dist. of New York.*

395 *Writ of error.*

UNITED STATES OF AMERICA:

The President of the United States of America to the judge of the United States for the northern district of Mississippi, greeting:

Because in the record and proceedings, and also in the rendition of the judgment of a pl'a which is in the said district court before you, between John R. Francis and the Germania Fire Insurance Company, a manifest error hath happened to the great damage of the said Germania Fire Insurance Company, as by its complaint appears, we, being willing that the error, if any hath been, should be duly corrected and

full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then, under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you may have the same at Washington on the 1st Monday in December next, in the said Supreme Court to be there and there held, that, the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be therein, to correct that error what of right and according to the
396 laws and customs of the United States should be done.

Witness the Honorable Salmon P. Chase, Chief Justice of the said Supreme Court, the 31st day of July, in the year of our Lord one thousand eight hundred and sixty-nine.

[SEAL.] J. H. VISER,
*Clerk of the said District Court of the United States for the Northern District of Miss.*

397 UNITED STATES OF AMERICA,
*Northern District of Mississippi:*

I, James H. Viser, clerk of the district court of the United for the northern district of Mississippi, hereby certify that the foregoing 396 pages contain a full, true, and perfect transcript of the record of the proceedings and judgment, and of the writ of error and writ of error bond, in the case of John R. Francis vs. the Germania Fire Insurance Company, as the same remains on file and appears of record in my office.

Given under my hand and the seal of said court, at my office in Oxford, this 10th day of September, A. D. 1869.

[SEAL.] J. H. VISER, *Clerk.*

398 UNITED STATES OF AMERICA, *ss:*

To John R. Francis, or to Reuben Davis and Samuel J. Gholsen, his attornys of record, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States to be holden at Washington on the 1st Monday of December next, pursuant to a writ of error filed in the clerk's office of the district court of the United States for the northern district of Mississippi, wherein the Germania Fire Insurance Company is plaintiff and you are defendant in error, to show cause, if any you can, why the judgment in the said writ of error mentioned should not be corrected, and speedy justice be done to the parties in that behalf.

Witness the Honorable Salmon P. Chase, Chief Justice of the said Supreme Court of the United States, this 31st day of July, in the year of our Lord one thousand eight hundred and sixty-nine.

Witness also Hon. R. A. Hill, judge of said district court, and
399 seal thereof, at Oxford, the day and year aforesaid.

R. A. HILL.

[SEAL.] Test: J. H. VISER, *Clerk.*

400 UNITED STATES OF AMERICA,
*Northern District of Mississippi:*

I, James H. Viser, clerk of the district court of the United States for the northern district of Mississippi, hereby certify that W. DeB. Hooper, whose genuine signature is attached to the within affidavit of service of citation, is and was, at the time of making the same, a com-

mission'r of said court, duly appointed and qualified as such, and that full faith and credit are due to all his official acts as such.

Given under my hand and the seal of said court, at my office in Oxford, this 11th day of September, A. D. 1869.

[SEAL.] J. H. VISER, *Clerk.*

401 G. W. Justice is hereby appointed my special deputy to execute and return the within citation.

Given under my hand and seal this 31 day of August, 1869.

A. WORLEY PATTERSON, [SEAL.]
*Marshal.*

Came to hand Sept. 4th, 1869.

A. WORLEY PATTERSON,
By G. W. JUSTICE, *Sep. Dep.*

Executed the within and foregoing citation on Reuben Davis and Samuel Gholsen by personal service, and delivering them a true copy thereof, September 4th, 1869; John R. Francis not found in the northern district.

Sept. 4th, 1869.

A. WORLEY PATTERSON,
By G. W. JUSTICE, *Sp. Dep.*

UNITED STATES OF AMERICA,
*Northern District of Miss.:*

Personally appeared before me, W. DeB. Hooper, a commissioner of the United States, appointed and commissioned by the district court of the United States for the northern district of Miss., G. W Justice, to me personally known, and whose genuine signature appears to the foregoing return, who, being duly sworn, says that the foregoing return to the citation of the Germania Fire Ins. Co., pl'ff in error, ag'nst John R. Francis is true; that he served said citation on Reuben Davis and Samuel G. Gholsen, personally, and handed them a copy thereof.

Given under my hand and seal this 4th day of September, A. D. 1869.

W. DEB. HOOPER, [SEAL.]
*U. S. Commissioner for N. D. of Miss.*

(Indorsement on record:) N. Missippi. D. C. U. S. No. 273. The Germania Fire Insurance Company, plaintiff in error, vs. John R. Francis.

Filed 18th October, 1869.

# Supreme Court United States.

THE GERMANIA FIRE INSURANCE CO.
*Plaintiff in Error.*
v.
JOHN R. FRANCIS.
No. 273.

*Brief of Plaintiff in Error.*

This cause comes up by writ of error to the District Court of the United States for the Southern District of Mississippi.

## THE CASE.

It came into the said District Court in this wise. (Record, p. 1.)

The said Francis had brought suit in the Circuit Court of Monroe County, Miss., November term, 1866, against "the Germania Fire Insurance Company, of the City of New York," upon an insurance policy——(Record, p. 1;) the Company appeared to the suit, and demurred to the declaration. (Rec. p. 2.) The plaintiff, at August term, 1867, petitioned for the removal of the cause "to the Circuit Court of the United States, held in or at Oxford, in the northern district" of Mississippi, averring that the petitioner, the plaintiff, is a citizen of Illinois, and "*that said defendant is a corporation with agents and officers in said State of Mississippi here residing and transacting the business of insurance for which said Company was incorporated.*" (Rec. p. 3)

And thereupon, on the 18th November, 1867, Bradford, Judge of the 9th Judicial district of Mississippi, ordered "that the case be removed from the Circuit Court of Monroe county to the District Court of the United States for the Northern district of Mississippi at Oxford, as prayed for."

The transcript of these proceedings was filed in the United States District Court, December 2d, 1867. (Rec. p. 1.)

The defendant, then in the District Court, moved to strike the case from the docket for want of jurisdiction. (Rec. p. 4.)

The motion was over-ruled with leave to the plaintiff to file a new declaration in the District Court. (Rec. p. 5.)

At June term, 1868, of said District court, the plaintiff filed a declaration against the defendant as "*the Germania Fire insurance Company, a corporation located in the city of Aberdeen and State of Mississippi, by its agent, H. D. Spratt, summoned, &c.* (Rec. p. 5.)

The defendant then pleaded to the jurisdiction of the District court, because at the time the suit was brought, and at the time it was removed, the plaintiff was a citizen of the State of Illinois, and the defendant was a corporation created by the laws of New York, having its domicil and principal place of business in New York; and by a second plea traversed the allegation that it was located in the City of Aberdeen and State of Mississippi. (Rec. p. 7.)

The plaintiff demurred, whereupon it was "ordered by the Court that the demurrer of said plaintiff be extended to the declaration, and as to said declaration and the averments as to the said citizenship of said defendant that said demurrer be sustained and the plaintiff have leave to amend the declaration. (Rec. p. 8.)

Whereupon the plaintiff amended and declared against the defendant as "the Germania Fire Insurance Company, a corporation created by an act of the Legislature of the State of New York, located in the city of Aberdeen and State of Mississppi, by its agent H. D. Spratt, and doing business in said city of Aberdeen and State of Mississppi, in the district aforesaid, under and by virtue of the laws of the State of Mississippi, summoned &c." (Rec. p. p. 8—9.)

To this the defendant filed four pleas to the jurisdiction. (Rec. p. 9.)

First, because the plaintiff was a citizen of Illinois and the defendant a citizen of New York.

Second, the same plea, with the addition that the Company defendant was not located in the city of Aberdeen,

This motion was manifestly founded upon the language of the act of 1867, which requires as the primary condition for the removal of a cause from the State to the Federal Court, that the same shall only be done by the plaintiff, "if he will make and file in such State Court on affidavit, stating that he has reason to and does believe that from prejudice or local influence, he will not be able to obtain justice in such State Court." 14 Stat., 559. No such thing appears in the record.

Matters affecting the jurisdiction of the Court are to be taken notice of *ex officio* and this point came up upon a motion. Other matters affecting the jurisdiction appear in the plea, as follows:

made, as herein before stated.

There is but one act of Congress authorizing the plaintiff to remove his cause from the State to the Federal Court; that is the act of March 2, 1867. (14. Stat. 558.) And this

Whereupon the plaintiff amended and declared against the defendant as "the Germania Fire Insurance Company, a corporation created by an act of the Legislature of the State of New York, located in the city of Aberdeen and State of Mississppi, by its agent H. D. Spratt, and doing business in said city of Aberdeen and State of Mississppi, in the district aforesaid, under and by virtue of the laws of the State of Mississippi, summoned &c." (Rec. p. p. 8—9.)

To this the defendant filed four pleas to the jurisdiction. (Rec. p. 9.)

First, because the plaintiff was a citizen of Illinois and the defendant a citizen of New York.

Second, the same plea, with the addition that the Company defendant was not located in the city of Aberdeen, nor doing business therein under the laws of Mississippi.

Third, because the transfer of the cause was not ordered by the Circuit Court of Monroe County, but by Bradford, Judge in vacation.

Fourth, because the defendant was not located in Aberdeen, Mississippi, nor doing business therein under the laws of that State. (Rec. p. 9—10.)

To these four pleas the plaintiff demurred; (Rec. p. 11.) the demurrer was sustained as to the first three pleas, and they were stricken out, and defendant excepted. (Rec. p. 8.)

## FIRST POINT.

The question is here distinctly raised, whether the Federal Court acquired jurisdiction by the transfer ordered and made, as herein before stated.

There is but one act of Congress authorizing the plaintiff to remove his cause from the State to the Federal Court; that is the act of March 2, 1867. (14. Stat. 558.) And this

act in express terms, authorizes the transfer only when one party is a citizen of the State in which the suit is brought, and the other party is a citizen of a different State.

In the case at bar neither in the declaration nor elsewhere, was it made to appear that either party was a citizen of Mississippi. On the contrary, the declaration filed in the District Court, averred in express terms that the plaintiff was a citizen of Illinois, and also averred in legal effect that the defendant was a citizen of New York, by averring it was a corporation created by an act of the Legislature of New York.

Ohio and Miss. R. R. Co. v. Wheeler. 1 Black. 286.

Louisville R. R. Co. v. Letson, 2 How. 497.

The averment that the defendant was doing business in Mississippi, under the laws of that State, can have no effect upon the jurisdiction of the Federal Courts, which under the Constitution and statutes of the United States depends solely on citizenship.

We submit, therefore, that the transfer of the cause was not authorized by law; that the district court acquired no jurisdiction thereby, and that the judgment should be reversed.

## SECOND POINT.

Upon the trial of the cause the judge charged the jury upon several points, to which exception was taken, (Record pp. 28–21,) the bearing of which will appear by reference to the evidence, *all* of which is contained in the Record. (Rec. pp. 22 to 136, certified and sealed p. 136.)

1st. In the application to the company, the plaintiff ask-

ed insurance, and by the policy, the company insured him "upon his stock of dry goods and groceries." (Rec. p. 22.)

The plaintiff claimed for the loss, not only of articles usually known by those terms, but also of hardware, crockery, glass, drugs, and medicines. (Rec. p. 26, 35, 36, 52, 55, 56, 61.)

The defendant offered evidence to prove that these articles were a distinct class, considered more hazardous than dry goods and groceries, and only taken at at a higher premium, 25 p. c. to 100 p. c. higher. (Rec. p. 119.)

The judge charged the jury that the policy, and application therefor, constituted the contract, and that the terms dry "goods and groceries stated therein [in policy] embraced "such articles of merchandise as were generally understood "by *retail merchants* as being included in those terms, unless "the terms were understood by the parties at the time as "*only* including certain specified articles, and that the under- "standing of these terms among insurance men, if different "from the understanding among merchants, will not pre- "judge the claim of the plaintiff, if not made known to him "at the [time the] contract was entered into by the par- "ties." (Record p. 20.)

We submit this was error. The rule is, that words are to be understood in their popular and ordinary meaning, and if the sense sought to be put on the words departs from their common meaning, as given by the dictionaries or by general use, the question always is, "can it be said "that *both* parties *must* have used the words in this sense, "and that each party had good reason to believe that the "other party so understood them."

2 Parsons Cont. 54–5. 2 Kent, 555. Lect. 39.

a. It was error therefore to instruct the jury to adopt the

sense put upon the words by any special classes of men, and to throw upon the defendant the burden of proving that the words were used in their ordinary and popular sense, and that the plaintiff had express notice that the words were so used.

b. Again, it was error to so instruct the jury, because no evidence was offered tending to prove what articles were included in those terms, as understood by retail merchants, or that the articles claimed for by the plaintiff were so included. (See the evidence.)

## THIRD POINT.

By the policy it was provided that "all fraud, or attempt at fraud, or false swearing on the part of the assured shall cause a forfeiture of all claim under this policy." Rec., p. 24–5.

The defendant in the 9th plea, (Rec., p. 15.) averred, that the plaintiff, in making proof of loss, swore falsely that the goods destroyed were worth $14,510 95, whereas in fact they were worth not more than $8,000. (Rec., p. 15.)

The defendant offered evidence to show that the plaintiff in February, 1866, being subsequent to the date of all his purchases, had stated under oath to one Cook, assessor of taxes, that his stock of goods was worth only $2,400, and, that after the fire the said plaintiff voluntarily came forward to the said assessor, and had the assessment enlarged to $24,000. (Rec., p. 96–7.) And further, that the plaintiff stated to a witness, Eddo, in the winter of 1866, after January 1 and before March 12, that the invoice value of his goods on hand was about $12,000.

The same witness (corroborated by others,) testified that after this statement was made the plaintiff had removed large

quantities of goods to various places, and had thus reduced his stock fully one-half. (Rec., p. 87. And further evidence was offered to show that he had repeatedly offered to sell his whole stock of goods at $8,000, or less. (Rec., p. p. 90, 91, 92.)

The judge instructed the jury, "that to sustain the allegation in the defendant's plea, that the plaintiff had committed perjury in making his proof of loss, the proof must be sufficient to convict the plaintiff of the crime of perjury were he on trial upon an indictment for that offence." (Record, p. 31.)

This was error. The rule as to the proof required to convict upon an indictment for perjury is "an arbitrary and peremptory rule," peculiar to evidence in criminal cases. Roscoe Cr. Ev., 769.

The consideration upon which the rule produces in cases of perjury is founded, are entirely different from those which apply to civil causes.

"The doctrine of evidence upon pleas for the crown is in most cases the same as that upon civil actions. There are however a few leading points wherein by several statutes and resolutions, a difference is made between civil and criminal evidence," (4 Bl. Comm., 356,) and stating some cases in which the law requires the testimony of two witnesses to convict the prisoner, the commentator proceeds: "In cases of indictments for perjury this doctrine is better founded, and then our law adopts it; for one witness is not allowed to convict a man indicted for perjury, because there is only one oath against another." Id. 358.

Yet the judge applied this peculiar law of perjury to the plea, when perjury was not mentioned either in the plea or in the policy.

Again: the judge misled the jury in defining the act which was described in the plea, following the words of the policy, as false swearing, to be perjury. Perjury was not charged in the plea in terms or by description.

Nor did he instruct them what constituted perjury, or what evidence was necessary to prove it, so as to enable them to apply the instructions which he gave.

## CONCLUSION.

We submit that upon these grounds the judgment should be reversed.

J. M. CARLISLE,
J. D. McPHERSON.
*For plaintiff in error.*

# Supreme Court United States.

THE GERMANIA FIRE INSURANCE CO.
Plaintiff in Error.
vs.
JOHN R. FRANCIS.
No. 82.

## BRIEF AND ARGUMENT FOR DEFENDANT IN ERROR.

The jurisdictional facts in this case are contained in the averments in the petition: "THAT SAID DEFENDANT IS A CORPORATION WITH AGENTS AND OFFICERS IN SAID STATE OF MISSISSIPPI, HERE RESIDING AND TRANSACTING THE BUSINESS OF INSURANCE, FOR WHICH SAID COMPANY WAS INCORPORATED," and in the declaration as "a corporation created by an act of the Legislature of the State of New York, located in the city of Aberdeen and State of Mississippi, by its agent, H. D. Spratt, and doing businesss in said city of Aberdeen and State of Mississippi, in the district aforesaid, under and by virtue of the laws of Mississippi."

These averments are substantially the same, and present the question: Is a corporation with agents and officers residing, located, and doing business in a State under and by virtue of its laws, and suable there, a citizen of that State under the act of March 2, 1867?

It is believed that the exact point raised here has never been decided by this Court. The two cases cited by plaintiff in error do not decide it, though they throw considerable light on it. But in neither of these cases do they establish a test or criterion for the LOCALITY of the citizenship of a corporation, nor do they describe a similar state of facts to those existing in this case.

In this case the plaintiff in error was "created by the State of New York, and has its principal place of business there." But it was so created not to exist in New York alone—not in the words used in Letson's case "to perform its functions under the authority of that State," but expressly "to perform its functions" in other States, and under their authority, wherever it could get permission.

In pursuance of this charter the plaintiff in error had gone into Mississippi, as follows:

(a) In the words of the petition — and not denied by the plea—it was "a corporation with agents and officers in said State of Mississippi, here residing and transacting the business of insurance, for which said company was incorporated." This, as the Court perceives,—from this record and from the nature of an Insurance Co.—was no temporary or incomplete residence. It had there just the same residence for the same length of time and the same character of residence—"by its officers and agents," that it had in New York.

And this Court in Letson's case, 15 Curtis' Decisions 202, say:

"Lord Coke says: Every corporation and body politic residing in any country siding, city, or town, corporate or having lands or tenements in any shire, *qua propriis manibus et sumptibus possident et habent*, are said to be inhabitants within the purview of the statute." In the case of King vs. Gardner, in Cowper, 79 a corporation was decided by the Court of King's Bench to come within the description of occupiers or inhabitants.

"In the Bank & Deveaux, the case relied upon most for the doctrines contended for by the plaintiff in error it is said of a corporation, "this ideal existence is considered as an inhabitant when the general spirit and purposes of the law require it." If it be so for the purposes of taxation, why is it not so for the purposes of a suit in the Circuit Court of the United States when the plaintiff has the proper residence? Certainly the "spirit and purpose of the law require it."

It had, therefore, the quality of RESIDENCE in Mississippi.

(b.) It had removed and assumed an existence there "under and by virtue of the laws of Mississippi." See Revised Statutes of Miss., Chap. on Insurance:

That a corporation can have no legal existence beyond the limits of the State incorporating it has been repeatedly decided, and is true if there is no further action on the part of other States.

But when a corporation created by one State, for the express purpose of transacting its business in such other States as will admit it, by the express statutory permission and authority of another State, sends its officers and agents into such State, or appoints citizens and residents of that State its officers and agents, accepts the laws and conditions annexed by that State to its admission—one of which is that it shall be suable there, and to which it in writing expressly consents—then it would seem both in fact and in law to exist in that State and to be a citizen there for the purpose of suing and being sued, which is the only quality or attribute of citizenship a corporation has ever been held to possess. It has, therefore, the quality of SUABILITY in that State.

(c.) It had assented to the conditions in the Statutes of Mississippi, and in return, therefore, it was authorized and empowered by Mississippi to do business there. Its power "to perform its functions" in the State of Mississippi—to exist there—are, therefore, derived from that State, and it has to that extent at least its INCORPORATION (by which is meant its grant of power) from the State of Mississippi and has that quality of citizenship there.

The cases cited by plaintiff in error, Letson's case and the O. & M. R. R. vs. Wheeler, 1 Black 286, do not conflict with this view. Neither in those cases nor in any other do they state any INDISPENSABLE QUALITY which a corporation must have to be a citizen. They say in some cases that a corporation is a citizen of a particular State on account of its possessing certain qualities—frequently differing in some respects. In other cases they say it is not a citizen of a particular State for lack of certain requisites, but nowhere have they laid down any complete exhaustive definition of corporation, citizenship and locality, evidently preferring to leave that to be decided by "the general spirit and purposes of the law."

In Letson's case, 2 Howard 497, the Court decides: "A corporation created by State TO PERFORM ITS FUNCTIONS UNDER THE AUTHORITY OF THAT STATE, and ONLY SUABLE THERE, though it may have members out of the State, seems to us to be a person, though an artificial one, inhabiting and belonging to that State, and therefore entitled FOR THE PURPOSE OF SUING AND BEING SUED to be deemed a citizen of that State."

This is the definition of a corporation which is a citizen of a particular State for a particular purpose. The plaintiff in error was not created "to perform its functions" under the authority of New York alone, but in any other State under its authority. Neither is it only suable there—in New York. But by the law of Mississippi—statutes on Insurance above cited—it is made suable in that State, required to give its written assent thereto, which this Court will conclusively presume it has done. It does not therefore under this decision become exclusively a citizen of New York.

The second case cited, O. & M. R. R. Co. vs. Wheeler, 1 Black 286, decides that the two separate corporations named O. & M. R. R. Co., incorporated in each State, "cannot be joined in a suit as one and the same plaintiff, nor maintain a suit in that character against a citizen of Ohio or Indiana in a Circuit Court of the United States," and that simply because one of the plaintiffs and the defendant would be citizens of the same State, which is beyond the constitutional jurisdiction of the Federal courts. There the corporation, plaintiff in error, attempted to fix a criterion by which the citizenship of a corporation could be LOCATED, and fixed upon the locality of its "principal place of business" as the test. The Court decided that was not an exclusive test or quality, and that the fact its principal place of business was in Ohio did not make it a citizen of Ohio.

They have nowhere decided that the mere fact of incorporation in a particular State alone made it a citizen of that State.

The plaintiff in error seems to consider that the two together, incorporation and principal place of business, form the requisite qualification. But there is no authority anywhere which gives these two alone as a sufficient qualification, and as we conceive it is not supported by reason.

But if a test of this kind can be fixed at all, would it not seem most consonant with sound reasoning that as the only purpose for which a corporation has ever been held a citizen under this and similar Acts is "for the purpose of suing and being sued"—as that is the only attribute of citizenship it can possess, that it should be held a citizen wherever it possesses that attribute—that is to say, in whatever State it may lawfully be sued.

But it may be claimed that in this case the Court has decided "that a suit by or against a corporation in its corporate name must be presumed to be a suit by or against citizens of the State which created the corporate body," and therefore this must be presumed to be a suit against the citizens of New York.

But on careful examination of that point we find that this is a presumption against which "no averments or evidence is admissable FOR THE PURPOSE OF WITHDRAWING THE SUIT FROM THE JURISDICTION OF A COURT OF THE UNITED STATES."

It seems to be in the nature of an ESTOPPEL on the corporation to deny its citizenship in the State of its creation, but does not decide that it may not be sued in other States where it may have attributes of citizenship. It does not decide that the corporation absolutely is a citizen of such State exclusively, but only that IT shall not be permitted to deny it FOR THE PURPOSE OF DEFEATING JURISDICTION. It does not say that other parties may not show in other States attributes of citizenship which will raise equally strong presumptions of its citizenship TO MAINTAIN JURISDICTION THERE.

This is a remedial statute and should be liberally construed. It was not intended as a jurisdictional statute, it merely provides for a change of venue on account of "prejudice or local influence."

Viewed in this light the word citizen may be construed as used in the same sense as "resident," "inhabitant," or "person," all of which words have repeatedly been held to include corporations. This view does not violate the constitutional provision which gives jurisdiction "between citizens of different States," for, under the argument of plaintiff in error itself, plaintiff and defendant are citizens of different States.

The intention of the statute is manifestly to give a change of venue from the State Courts to the United States Courts on account of prejudice or local influence,

and the reason for the enactment of such a statute would apply as strongly, if not more strongly, in case of a powerful and extensive corporation than an individual. Having, then, constitutional jurisdiction between these "citizens of different States," the reason for the statute being in full force, the defendant residing, being suable and *quasi* incorporated there, was not the Court below correct in apply the Statute of 1867 to the present case? Is not the plaintiff in error estopped from denying that for the purpose of being sued it was a citizen of Mississippi?

The doctrine laid down by the Judge in his charge relative to the meaning of the term Dry Goods and Groceries is correct. The general understanding of retail merchants, as to the meaning of those terms, will be presumed to be the general ordinary acceptation of the words; in the absence of any evidence that they give them a special signification, and as counsel for plaintiff in error remark no evidence was offered to show a special understanding among retail merchants.

It was the Insurance Co. that attempted to give them a special significance (Record, pp. 118, 119.) and the Court properly instructed that the general understanding of those words must govern unless a particular signification was mutually agreed upon at the time of the contract.

There is no proof nor any reason that the general understanding among retail merchants is different from the general understanding.

The portion of the charge relative to perjury or false swearing is correct. When in any civil case a crime is charged as matter of defense, it must be proved as clearly as would be sufficient to sustain an indictment for the crime.

2 Greenleaf, 408, 426.
1 Bing., 339.
S. C., 8 Moore, 612.
McConnel vs. Delaware Ins. Co., 18 Ills., 228.

The distinction made between "false swearing" and "perjury" makes no difference for the reason for the rule above given is just as applicable to false swearing as to perjury. No man ought to be proved guilty of false swearing on the testimony of one witness.

In many States false swearing to a material point even, though not "in a judicial proceeding," is perjury. All the offense charged in the plea lacks of the crime of perjury at common law is, that it was not "in a judicial proceeding," and the measure of proof to sustain such a plea should not be less.

R. N. BISHOP,
For Defendant in Error.

# In the Supreme Court of the United States.

THE GERMANIA FIRE INSURANCE COMPANY
Plaintiff in Error,

vs.

JOHN R. FRANCIS.

No. 82.

T. A. HENDRICKS, *of Counsel for Defendant in Error.*

In the Supreme Court of the United States.

THE GERMANIA FIRE INSURANCE COMPANY,
Plaintiff in Error,

vs.

JOHN E. FRANCIS,

T. A. HENDRICKS, Defendant in Error.

No. 82.

# In the Supreme Court of the United States.

THE GERMANIA FIRE INSURANCE COMPANY
Plaintiff in Error,
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No. 82.

The defendant in error asks further to submit to the Court; that the question of jurisdiction presented in the plaintiff's brief, can not be raised in this Court upon the record. In the Court below the plaintiff filed four pleas to the jurisdiction, pp. 9, 10 and 11. The first, second and fourth pleas are substantially the same, to wit: that the Court had no jurisdiction of the case, because at the commencement of the suit, the defendant in error was not located in the city of Aberdeen and State of Mississippi, by its agents, nor doing business there under and by virtue of the laws of Mississippi.

The defendant in error demurred to each of the four pleas, pp. 11 and 12. The Court sustained the demurrer to the first and second pleas, and overruled it to the fourth, and thereupon the plaintiff in error withdrew the fourth plea, and, by leave of the Court, pleaded in bar. Line 30, p. 8.

By this ruling of the Court the plaintiff in error was not prejudiced. In each of the pleas he raised the question whether the defendant in error was a citizen of the State of Mississippi. That question was as fully presented in the fourth as in the first and second. He had the benefit of the question as fully upon the fourth as upon all the pleas, and so was not prejudiced by the striking out the first and second. In that state of the record he withdrew the

trols the questions of jurisdiction, and not that of the heirs, devisees, or distributees. Childress, Exr., etc., v. Emory et al., Exrs. etc., 8 Wheaten, 642.

In Ohio and Mississippi Railroad Company v. Wheeler, 1 Black, 286, what is meant by the expressions, "the persons who compose the corporate body," and "its members?" Surely, it can not be its officers, they are but its agents. Is it the stockholders? If so, what is the condition of corporations that have no stockholders? What, also, is the condition of corporations that have no persons who are specially interested in their property or management? Of these classes are municipal corporations, and corporations managing charities. Yet, of such corporations the Federal Courts have jurisdiction, upon the ground of citizenship. In such cases the jurisdiction does not, and can not depend upon the citizenship of the members.

Would any member of this Court, upon his circuit, hesitate to maintain jurisdiction of a cause against a corporation by a stockholder, a citizen of another State, to compel a discharge of a duty imposed by its charter, or to restrain its actions within the limitations of the charter, upon matters affecting the interests of the stockholders?

I submit that this Court can not longer stand upon the doctrine that jurisdiction over corporations depends upon the presumed citizenship of the corporators since the decision in the bank tax cases, in which the legal separation of the stockholders and the bank was so distinctly stated. It was held that the bank was the legal owner of the property, and in no legal sense are the members the owners, and that the interest of the shareholder is a distinct independent interest or property from that of the bank, and that such separate interest is subject to State taxation. (Van Allen v. The Assessors, 3 Wallace 573, at page 584.)

If then the plaintiff in error be a person, why may it not become a citizen of the State of Mississippi? Not by virtue of its charter; nor indeed by virtue of State Courts, but under the express provisions of the laws of that State. By her statutes Mississippi has provided for its residence within her borders, as permanent as that of any of her own corporations, and with all the rights and privileges conferred upon one of her own corporations of the same class.

By virtue of Mississippi laws the plaintiff was permanently there, with the same class of officers, and exercising the same powers as in New York. By the laws of Mississippi, and by the conduct of the plaintiff in error, an intention to establish and maintain a permanent

residence, and to exercise all the faculties of its existence, was shown. Was it not then right that the case should be transferred to the Courts of the United States? These suggestions are submitted, though I am confident that the question of jurisdiction is not before this Court, for the reasons first suggested.

The second and third points made in the plaintiff's brief are upon the charges given by the Court to the jury. The charges are found on pages 20 and 21. The charges are upon several points, and the exception is to all the instructions; line 20, p. 21.

In Johnson v. Jones et al., 1 Black, 209, this Court held "that where a series of propositions are embodied in the instructions of the Court, which are excepted to in a mass, the exception must be overruled if any one proposition be [illegible]." Under this ruling the Court can not regard the points made. Certainly there can be no question of the propriety of much of the instructions thus excepted to. All that relates to the giving notice of loss to the agent, and the presenting proof of loss, was correct. If so, the Court will not consider the question made upon the other parts of the instruction.

But were the Court to consider the points upon the instructions, the judgment could not be reversed upon them.

The first instruction is to the effect that the jury would look to the policy and written application as embracing the terms and stipulations of the contract between the parties; that the terms dry goods and groceries embraced such articles of merchandise as were generally understood by retail merchants as being included in those terms, unless another meaning was given them at the time by the parties, and that the understanding of those terms by insurance men would not control the rights of the insured, if not made known to him at the time. The language in the policy is, "Stock of dry goods and groceries." In an insurance of a stock of goods kept by a retail merchant, is it not right to presume that the words were used by the parties in the sense understood by the men engaged in such retail business? However that may be, the jury could not be misled by the instruction, for the reason that there was no evidence tending to show how the terms were understood by men of that class.

In Littlejohn's testimony, p. 106, answer to question 4, the effort was made to prove what meaning insurance men gave to the terms. That was clearly improper, and the Court, by this instruction, prevented that testimony having an improper influence upon the judgment of the jury.

The other instruction objected to is found at line fifteen, page twenty-one, and is to the effect that, to sustain the plea of false swearing or perjury, the evidence must be sufficient to convict the party were he on trial upon an indictment for that offense. Is that not a correct statement of the law? That is clearly the rule in slander, where the defendant justifies. "One witness is not allowed to convict a man indicted for perjury, because there is only one oath against another." The reason of the rule is as applicable in civil as in criminal proceedings.

The plaintiff in error has encumbered the record with the evidence in detail, and asks the Court to consider it. We might safely join him in this request, for the Court, upon its examination, would be impressed with the justice of the verdict, and would not regret that its rules and practice stand between the judgment and a reversal.

T. A. HENDRICKS,

*Of Counsel for Defendant in Error.*

14 Stat 558

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